



STATE OF NEW JERSEY  
REQUEST FOR PROPOSAL

FOR: JANITORIAL SVS, MARINE SCIENCES LABS  
SANDY HOOK, NEW JERSEY - DPMC

BID NO :02-X-33262

T-NO :T1480

DATE ISSUED :06/25/01

N.J. VENDOR NO :

VENDOR PHONE NO :

VENDOR FAX NO :

VENDOR FEIN/SSN :

REQUISITION NO :1021650

REQUESTING AGENCY:949400

\*\*\*\* EXTRA COPY 22 \*\*\*\*

ESTIMATED AMOUNT: \$ .00

CONTRACT EFFECTIVE DATE: 10/01/01

CONTRACT EXPIRATION DATE:09/30/04

COOPERATIVE PURCHASING: NO

SET ASIDE: NONE

DIRECT QUESTIONS CONCERNING THIS RFP TO:

BUYER:DOREICA HOLT

PHONE:(609) 633-3907

PURSUANT TO N.J.S.A. 52:34-12 AND N.J.A.C. 17:12-2.2, PROPOSALS WHICH FAIL TO CONFORM WITH  
THE FOLLOWING REQUIREMENTS WILL BE AUTOMATICALLY REJECTED:

- 1) PROPOSALS MUST BE RECEIVED AT OR BEFORE THE PUBLIC OPENING TIME OF 2 PM ON 07/31/01 AT THE FOLLOWING PLACE: DEPARTMENT OF TREASURY, GSA, PURCHASE BUREAU, PO BOX 230, 33 WEST STATE STREET, 9TH FLOOR, TRENTON, NEW JERSEY 08625-0230. TELEPHONE, TELEFACSIMILE OR TELEGRAPH PROPOSALS WILL NOT BE ACCEPTED. THE ACCOMPANYING SELF-ADDRESSED ENVELOPE SHOULD CONTAIN OR BE ATTACHED TO THE PROPOSAL.
- 2) THE VENDOR MUST SIGN THE PROPOSAL.
- 3) THE PROPOSAL MUST INCLUDE ALL PRICE INFORMATION. PROPOSAL PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. PRICE QUOTES MUST BE FIRM THROUGH ISSUANCE OF CONTRACT.
- 4) ALL PROPOSAL PRICES MUST BE TYPED OR WRITTEN IN INK.
- 5) ALL CORRECTIONS, WHITE-OUTS, ERASURES, RESTRIKING OF TYPE, OR OTHER FORMS OF ALTERATION, OR THE APPEARANCE OF ALTERATION, TO UNIT AND/OR TOTAL PRICES MUST BE INITIALED IN INK BY THE VENDOR.
- 6) THE VENDOR MUST SUBMIT WITH THE PROPOSAL BID SECURITY IN THE AMOUNT OF \$ NONE OR NONE %. CHECK THE TYPE OF BID SECURITY SUPPLIED: ANNUAL BID BOND ON FILE. BID BOND ATTACHED. CERTIFIED OR CASHIER'S CHECK ATTACHED. LETTER OF CREDIT ATTACHED.
- 7) THE VENDOR MUST COMPLETE AND SUBMIT, PRIOR TO THE SUBMISSION OF THE PROPOSAL, OR ACCOMPANYING THE PROPOSAL, THE ATTACHED OWNERSHIP DISCLOSURE FORM. (SEE N.J.S.A. 52:25-24.2).
- 8) THE VENDOR MUST ATTEND THE MANDATORY PRE-BID CONFERENCE(S) AND SITE VISIT(S) AT THE FOLLOWING DATE(S) AND TIME(S):  
SITE VISIT: 07-11-01 9:30 SEE "CONFERENCE/SITE INSPECTION" PAGE  
CONFERENCE: 07-11-01 10:00 SEE "CONFERENCE/SITE INSPECTION" PAGE

ADDITIONAL REQUIREMENTS

- 9) PERFORMANCE SECURITY: \$ OR 10 %. 10) PAYMENT RETENTION: %.
- 11) AN AFFIRMATIVE ACTION FORM (ATTACHED).
- 12) A MACBRIDE PRINCIPLES CERTIFICATION (ATTACHED).
- 13) REQUESTED DELIVERY: 30 DAYS AFTER RECEIPT OF ORDER
- 14) CERTIFICATION OR NOTIFICATION OF REGISTRATION WITH THE SECRETARY OF STATE IF A FOREIGN (NON-NJ) CORPORATION, IF NECESSARY (SEE N.J.S.A. 14A:13-1 ET SEQ. AND N.J.A.C. 17:12-2.12).
- 15) FOR SET ASIDE CONTRACTS ONLY, N.J. DEPARTMENT OF COMMERCE CERTIFICATION OR NOTIFICATION OF REGISTRATION AS A SMALL, MINORITY OR FEMALE BUSINESS (SEE N.J.A.C. 17:13-3.2).

TO BE COMPLETED BY VENDOR

- 16) DELIVERY CAN BE MADE DAYS OR WEEKS AFTER RECEIPT OF ORDER.
- 17) CASH DISCOUNT TERMS (SEE ATTACHED NOTICE): %, DAYS: NET DAYS
- 18) VENDOR PHONE NO.
- 19) VENDOR FAX NO.
- 20) VENDOR FEDERAL ID NO.
- 21) YOUR BID REFERENCE NO.

SIGNATURE OF THE VENDOR ATTESTS THAT THE VENDOR HAS READ, UNDERSTANDS, AND AGREES TO ALL TERMS, CONDITIONS, AND SPECIFICATIONS SET FORTH IN THE REQUEST FOR PROPOSAL, INCLUDING ALL ADDENDA. FURTHERMORE, SIGNATURE BY THE VENDOR SIGNIFIES THAT THE REQUEST FOR PROPOSAL AND THE RESPONSIVE PROPOSAL CONSTITUTES A CONTRACT IMMEDIATELY UPON NOTICE OF ACCEPTANCE OF THE PROPOSAL BY THE STATE OF NEW JERSEY FOR ANY OR ALL OF THE ITEMS BID, AND FOR THE LENGTH OF TIME INDICATED IN THE REQUEST FOR PROPOSAL. FAILURE TO ACCEPT THE CONTRACT WITHIN THE TIME PERIOD INDICATED IN THE REQUEST FOR PROPOSAL, OR FAILURE TO HOLD PRICES OR TO MEET ANY OTHER TERMS AND CONDITIONS AS DEFINED IN EITHER THE REQUEST FOR PROPOSAL OR THE PROPOSAL DURING THE TERM OF THE CONTRACT, SHALL CONSTITUTE A BREACH AND MAY RESULT IN SUSPENSION OR DEBARMENT FROM FURTHER STATE BIDDING. A DEFAULTING CONTRACTOR MAY ALSO BE LIABLE, AT THE OPTION OF THE STATE, FOR THE DIFFERENCE BETWEEN THE CONTRACT PRICE AND THE PRICE BID BY AN ALTERNATE VENDOR OF THE GOODS OR SERVICES IN ADDITION TO OTHER REMEDIES AVAILABLE.

22) ORIGINAL SIGNATURE OF VENDOR

23) NAME OF FIRM

24) PRINT/TYPE NAME AND TITLE

25) DATE

NOTICE TO ALL BIDDERS  
REQUIREMENT TO PROVIDE A CERTIFICATION  
IN COMPLIANCE WITH MacBRIDE PRINCIPLES  
AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c.134, a responsible bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, or the Director of the Division of Building and Construction, pursuant to N.J.S.A. 52:32-2, must complete the certification below by checking one of the two representations listed and signing where indicated. If a bidder who would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Directors may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another bidder who has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Directors find contractors to be in violation of the principles which are the subject of this law, they shall take such action as may be appropriate and provided for by law, rule or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I certify, pursuant to N.J.S.A. 52:34-12.2, that the entity for which I am authorized to bid:

\_\_\_\_\_ has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein through the operation of offices, plants, factories, or similar facilities, either directly or indirectly, through intermediaries, subsidiaries or affiliated companies over which it maintains effective control; or

\_\_\_\_\_ will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

\_\_\_\_\_  
Signature of Bidder

Dated:

Print or Type

{ \_\_\_\_\_  
Name

{ \_\_\_\_\_  
Title

NOTICE TO ALL BIDDERS  
SET-OFF FOR STATE TAX

Please be advised that, pursuant to P.L. 1995, c.159, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the taxpayer, partnership or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act.

The Director of the Division of Taxation shall give notice of the set-off to the taxpayer and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c.184 (c. 52:32-32 et seq.), to the taxpayer shall be stayed.



STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
PO BOX 230  
TRENTON, NEW JERSEY 08625

DIVISION OF  
PURCHASE AND PROPERTY

PURCHASE BUREAU

IMPORTANT NOTICE TO BIDDERS

Effective October 7, 1991, in accordance with N.J.S.A. 52:32-1.4 and N.J.A.C. 17:12-2.13, the State of New Jersey will invoke reciprocal action against an out-of-State bidder whose state or locality maintains a preference practice for their bidders.

For states having preference laws, regulations, or practices, New Jersey will use the annual surveys compiled by the Council of State Governments, National Association of State Purchasing Officials, or the National Institute of Governmental Purchasing to invoke reciprocal actions. The State may obtain additional information anytime it deems appropriate to supplement the above survey information.

Any bidder may submit information related to preference practices enacted for a local entity outside the State of New Jersey. This information may be submitted in writing as part of the bid response proposal, and should be in the form of resolutions passed by an appropriate governing body, regulations, a Notice to Bidders, laws, etc. It is the responsibility of the bidder to provide the documentation with the bid proposal or submit it to the Director, Division of Purchase and Property within five (5) working days of the public bid opening. Written evidence for a specific procurement that is not provided to the Director within five working days of the public bid opening will not be considered in the evaluation of that procurement, but will be retained and considered in the evaluation of subsequent procurements.

Any bidder having evidence of out-of-State local entities invoking preference practices should complete the form below, with a copy of appropriate documentation. The form and documentation may be submitted with your bid response proposal.

-----  
Name of Locality having preference practices

City/Town/Authority \_\_\_\_\_

County \_\_\_\_\_ State \_\_\_\_\_

( ) Documentation attached

( ) Resolution

( ) Regulations/Laws

( ) Notice to Bidder

( ) Other \_\_\_\_\_

Name of Firm Submitting this Information \_\_\_\_\_  
(Please Print) \_\_\_\_\_



## STANDARD TERMS &amp; CONDITIONS

## TERM CONTRACT - ADVERTISED BID PROPOSAL

DEPT OF TREASURY  
PURCHASE BUREAU  
STATE OF NEW JERSEY  
33 WEST STATE ST 9TH FL  
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- I. Unless the bidder is specifically instructed otherwise in the Request for Proposal, the following terms and conditions will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in the Request for Proposal (RFP) and should be read in conjunction with same unless the RFP specifically indicates otherwise. If a bidder proposes changes or modifications or takes exception to any of the State's terms and conditions, the bidder must so state specifically in writing in the bid proposal. Any proposed change, modification or exception in the State's terms and conditions by a bidder will be a factor in the determination of an award of a contractor purchase agreement.
- II. All of the State's terms and conditions will become a part of any contract(s) or order(s) awarded as a result of the Request for Proposal, whether stated in part, in summary or by reference. In the event the bidder's terms and conditions conflict with the State's, the State's terms and conditions will prevail, unless the bidder is notified in writing of the State's acceptance of the bidder's terms and conditions.
- III. The statutes, laws or codes cited are available for review at the New Jersey State Library, 185 West State Street, Trenton, New Jersey 08625.
- IV. If awarded a contract or purchase agreement, the bidder's status shall be that of any independent principal and not as an employee of the State.

## 1. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS

- 1.1 CORPORATE AUTHORITY - All New Jersey corporations must obtain a Certificate of Incorporation from the Department of the Treasury, Division of Revenue prior to conducting business in the State of New Jersey.

If a bidder receiving a notice of intent to award is the proposed contract awardee and such bidder is a corporation incorporated in a state other than New Jersey, such bidder must provide either a copy of its Certificate of Authority to do business in New Jersey, issued by the New Jersey Department of the Treasury, Division of Revenue, or evidence of its application to the Division of Revenue for such Certificate of Authority, within seven (7) days of the notice of intent to award.

If the bidder awarded a contract or purchase agreement is an individual not residing in this state or a partnership organized under the laws of another state, then the bidder shall execute a power of attorney designating the State Treasurer as his true and lawful attorney to receive process in any civil action which may arise out of the performance of this contract or agreement. This appointment of the State Treasurer shall be irrevocable and binding upon the bidder, his heirs, executors, administrators, successors or assigns. Within ten (10) days of receipt of this process, the Treasurer shall forward same to the bidder at the address designated herein.

- 1.2 ANTI-DISCRIMINATION - All parties to any contract with the State of New Jersey agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A. 10:5-1 et seq. and N.J.S.A. 10:5-31 through 10:5-38, and all rules and regulations issued there under.
- 1.3 PREVAILING WAGE ACT - The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.26 et seq. is hereby made part of every contract entered into on behalf of the State of New Jersey through the Division of Purchase and Property, except those contracts which are not within the contemplation of the Act. The bidder's signature on this proposal is his guarantee that neither he nor any subcontractors he might employ to perform the work covered by this proposal has been suspended or debarred by the Commissioner, Department of Labor for violation of the provisions of the Prevailing Wage Act.
- 1.4 AMERICANS WITH DISABILITIES ACT - The contractor must comply with all provisions of the Americans With Disabilities Act (ADA), P.L. 101-336, in accordance with 42 U.S.C. 12101 et seq.
- 1.5 THE WORKER AND COMMUNITY RIGHT TO KNOW ACT - The provisions of N.J.S.A. 34:5A-1 et seq. which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the State must be labeled by the contractor in compliance with the provisions of the Act.
- 1.6 OWNERSHIP DISCLOSURE - Contracts for any work, goods or services cannot be issued to any corporation or partnership unless prior to or at the time of bid submission the bidder has disclosed the names and addresses of all its owners holding 10% or more of the corporation or partnership's stock or interest. Refer to N.J.S.A. 52:25-24.2.
- 1.7 COMPLIANCE - LAWS - The contractor must comply with all local, state and federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.
- 1.8 COMPLIANCE - STATE LAWS - It is agreed and understood that any contracts and/or orders placed as a result of this proposal shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the STATE OF NEW JERSEY.
- 1.9 COMPLIANCE - CODES - The contractor must comply with NJUCC and the latest NEC70, B.O.C.A. Basic Building code, OSHA and all applicable codes for this requirement. The contractor will be responsible for securing and paying all necessary permits, where applicable.

## 2. LIABILITIES

- 2.1 LIABILITY - COPYRIGHT - The contractor shall hold and save the State of New Jersey, its officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of his contract.
- 2.2 INDEMNIFICATION - The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement.
- 2.3 INSURANCE - The contractor shall secure and maintain in force for the term of the contract liability insurance as provided herein. The contractor shall provide the State of New Jersey with current certificates of insurance for all coverages and renewals thereof which must contain the proviso that the insurance provided in the certificate shall not be canceled for any reason except after thirty days written notice to:

## STANDARD TERMS &amp; CONDITIONS

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BIDDER :

STATE OF NEW JERSEY  
Purchase Bureau - Bid Ref.#

The insurance to be provided by the contractor shall be as follows.

- a. General liability policy as broad as the standard coverage forms currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall be endorsed to include:

1. BROAD FORM COMPREHENSIVE GENERAL LIABILITY
2. PRODUCTS/COMPLETED OPERATIONS
3. PREMISES/OPERATIONS

The limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.

- b. Automobile liability insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.

- c. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than

\$100,000 BODILY INJURY, EACH OCCURRENCE  
\$100,000 DISEASE EACH EMPLOYEE  
\$500,000 DISEASE AGGREGATE LIMIT

### 3. TERMS GOVERNING ALL PROPOSALS TO NEW JERSEY PURCHASE BUREAU

- 3.1 CONTRACT AMOUNT - The estimated amount of the contract(s), when stated on the Advertised Request for Proposal form, shall not be construed as either the maximum or minimum amount which the State shall be obliged to order as the result of this Request for Proposal or any contract entered into as a result of this Request for Proposal.

- 3.2 CONTRACT PERIOD AND EXTENSION OPTION - If, in the opinion of the Director of the Division of Purchase and Property, it is in the best interest of the State to extend any contract entered into as a result of this Request for Proposal, the contractor will be so notified of the Director's intent at least 30 days prior to the expiration date of the existing contract. The contractor shall have 15 calendar days to respond to the Director's request to extend the contract. If the contractor agrees to the extension, all terms and conditions of the original contract, including price, will be applicable.

#### 3.3 BID AND PERFORMANCE SECURITY

- a. Bid Security - If bid security is required, such security must be submitted with the bid in the amount listed in the Request for Proposal, see N.J.A.C. 17:12-2.4. Acceptable forms of bid security are as follows:

1. A properly executed individual or annual bid bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution.
2. The State will hold all bid security during the evaluation process. As soon as is practicable after the completion of the evaluation, the State will:

- a. Issue an award notice for those offers accepted by the State;
- b. Return all bond securities to those who have not been issued an award notice.

All bid security from contractors who have been issued an award notice shall be held until the successful execution of all required contractual documents and bonds (performance bond, insurance, etc.). If the contractor fails to execute the required contractual documents and bonds within thirty (30) calendar days after receipt of award notice, the contractor may be found in default and the contract terminated by the State. In case of default, the State reserves all rights inclusive of, but not limited to, the right to purchase material and/or to complete the required work in accordance with the New Jersey Administrative Code and to recover any actual excess costs from the contractor. Collection against the bid security shall be one of the measures available toward the recovery of any excess costs.

- b. Performance Security - If performance security is required, the successful bidder shall furnish performance security in such amount on any award of a term contractor line item purchase, see N.J.A.C. 17:12-2.5. Acceptable forms of performance security are as follows:

1. The contractor shall be required to furnish an irrevocable security in the amount listed in the Request for Proposal payable to the Treasurer, State of New Jersey, binding the contractor to provide faithful performance of the contract.
2. The performance security shall be in the form of a properly executed individual or annual performance bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution.

The Performance Security must be submitted to the State within 30 days of the effective date of the contract award and cover the period of the contract and any extensions thereof. Failure to submit performance security may result in cancellation of contract for cause pursuant to provision 3.5b,1, and nonpayment for work performed.

- 3.4 VENDOR RIGHT TO PROTEST - INTENT TO AWARD - Except in cases of emergency, bidders have the right to protest the Director's proposed award of the contract as announced in the Notice of Intent to Award, see N.J.A.C. 17:12-3.3. Unless otherwise stated, a bidder's protest must be submitted to the Director within 10 working days after receipt of written notification that his bid has not been accepted or that an award of contract has been made. In the public interest, the Director may shorten this protest period, but shall provide at least 48 hours for bidders to respond to a proposed award. In cases of emergency, stated in the record, the Director may waive the appeal period. See N.J.A.C. 17:12-3 et seq.

## STANDARD TERMS &amp; CONDITIONS

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### 3.5 TERMINATION OF CONTRACT

#### a. Change of Circumstances

Where circumstances and/or the needs of the State significantly change, or the contract is otherwise deemed no longer to be in the public interest, the Director may terminate a contract entered into as a result of this Request for Proposal, upon no less than 30 days notice to the contractor with an opportunity to respond.

In the event of such termination, the contractor shall furnish to the using agency, free of charge, such reports as may be required.

#### b. For cause:

1. Where a contractor fails to perform or comply with a contract, and/or fails to comply with the complaints procedure in N.J.A.C. 17:12-4.2 et seq., the Director may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.

2. Where a contractor continues to perform a contract poorly as demonstrated by formal complaints, late delivery, poor performance of service, short-shipping etc., so that the Director is repeatedly required to use the complaints procedure in N.J.A.C. 17:12-4.2 et seq. the Director may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.

c. In cases of emergency the Director may shorten the time periods of notification and may dispense with an opportunity to respond.

d. In the event of termination under this section, the contractor will be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.

### 3.6 COMPLAINTS - Where a bidder has a history of performance problems as demonstrated by formal complaints and/or contract cancellations for cause pursuant to 3.5b a bidder may be bypassed for this award. See N.J.A.C. 17:12-2.8.

### 3.7 EXTENSION OF CONTRACT QUASI-STATE AGENCIES - It is understood and agreed that in addition to State Agencies, Quasi-State Agencies may also participate in this contract. Quasi-State Agencies are defined in N.J.S.A. 52:27B-56.1 as any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

### 3.8 EXTENSION OF CONTRACTS TO POLITICAL SUBDIVISIONS, VOLUNTEER FIRE DEPARTMENTS AND FIRST AID SQUADS, AND INDEPENDENT INSTITUTIONS OF HIGHER EDUCATION - N.J.S.A. 52:25-16.1 permits counties, municipalities and school districts to participate in any term contract(s), that may be established as a result of this proposal.

N.J.S.A. 52:25-16.2 permits volunteer fire departments, volunteer first aid squads and rescue squads to participate in any term contract(s) that may be established as a result of this proposal.

N.J.S.A. 52:25-16.5 permits independent institutions of higher education to participate in any term contract(s) that may be established as a result of this proposal, provided that each purchase by the independent institution of higher education shall have a minimum cost of \$500.

In order for the State contract to be extended to counties, municipalities, school districts, volunteer fire departments, first aid squads and independent institutions of higher education the bidder must agree to the extension and so state in his bid proposal. The extension to counties, municipalities, school districts, volunteer fire departments, first aid squads and independent institutions of higher education must be under the same terms and conditions, including price, applicable to the State.

### 3.9 EXTENSIONS OF CONTRACTS TO COUNTY COLLEGES - N.J.S.A. 18A:64A-25.9 permits any college to participate in any term contract(s) that may be established as a result of this proposal.

### 3.10 EXTENSIONS OF CONTRACTS TO STATE COLLEGES - N.J.S.A. 18A:64-60 permits any State College to participate in any term contract(s) that may be established as a result of this proposal.

### 3.11 SUBCONTRACTING OR ASSIGNMENT - The contract may not be subcontracted or assigned by the contractor, in whole or in part, without the prior written consent of the Director of the Division of Purchase and Property. Such consent, if granted, shall not relieve the contractor of any of his responsibilities under the contract.

In the event the bidder proposes to subcontract for the services to be performed under the terms of the contract award, he shall state so in his bid and attach for approval a list of said subcontractors and an itemization of the products and/or services to be supplied by them.

Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the State.

### 3.12 MERGERS, ACQUISITIONS - If, subsequent to the award of any contract resulting from this Request for Proposal, the contractor shall merge with or be acquired by another firm, the following documents must be submitted to the Director, Division of Purchase & Property.

a. Corporate resolutions prepared by the awarded contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices.

b. State of New Jersey Bidders Application reflecting all updated information including ownership disclosure, pursuant to provision 1.5.

#### c. Vendor Federal Employer Identification Number.

The documents must be submitted within thirty (30) days of completion of the merger or acquisition. Failure to do so may result in termination of contract pursuant to provision 3.5b.



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If, subsequent to the award of any contract resulting from this Request for Proposal, the contractor's partnership or corporation shall dissolve, the Director, Division of Purchase & Property must be so notified. All responsible parties of the dissolved partnership or corporation must submit to the Director in writing, the names of the parties proposed to perform the contract, and the names of the parties to whom payment should be made. No payment should be made until all parties to the dissolved partnership or corporation submit the required documents to the Director.

### 3.13 PERFORMANCE GUARANTEE OF BIDDER - The bidder hereby certifies that:

- The equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.
- All equipment supplied to the State and operated by electrical current is UL listed where applicable.
- All new machines are to be guaranteed as fully operational for the period stated in the Request For Proposal from time of written acceptance by the State. The bidder will render prompt service without charge, regardless of geographic location.
- Sufficient quantities of parts necessary for proper service to equipment will be maintained at distribution points and service headquarters.
- Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a 48-hour period or within the time accepted as industry practice.
- During the warranty period, the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract.
- All services rendered to the State shall be performed in strict and full accordance with the specifications stated in the contract. The contract shall not be considered complete until final approval by the State's using agency is rendered.

### 3.14 DELIVERY GUARANTEES - Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the Request for Proposal.

The contractor shall be responsible for the delivery of material in first class condition to the State's using agency or the purchaser under this contract, and in accordance with good commercial practice.

Items delivered must be strictly in accordance with the Request for Proposal.

In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the Request for Proposal, the using agency may be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor failing to meet his commitments.

### 3.15 DIRECTOR'S RIGHT OF FINAL BID ACCEPTANCE - The Director reserves the right to reject any or all bids, or to award in whole or in part if deemed to be in the best interest of the State to do so. The Director shall have authority to award orders or contracts to the vendor or vendors best meeting all specifications and conditions in accordance with N.J.S.A. 52:34-12. The bids will be awarded by the Director in accordance with N.J.A.C.17:12-2.10.

### 3.16 BID ACCEPTANCES AND REJECTIONS - The provisions of N.J.A.C. 17:12-2.9, relating to the Director's right to waive minor elements of non-compliance with bid specifications and N.J.A.C. 17:12-2.2 which defines causes for automatic bid rejection, apply to all proposals and bids.

### 3.17 STATE'S RIGHT TO INSPECT BIDDER'S FACILITIES - The State reserves the right to inspect the bidder's establishment before making an award, for the purposes of ascertaining whether the bidder has the necessary facilities for performing the contract.

The State may also consult with clients of the bidder during the evaluation of bids. Such consultation is intended to assist the State in making a contract award which is most advantageous to the State.

### 3.18 STATE'S RIGHT TO REQUEST FURTHER INFORMATION - The Director reserves the right to request all information which may assist him in making a contract award, including factors necessary to evaluate the bidder's financial capabilities to perform the contract. Further, the Director reserves the right to request a bidder to explain in detail how the bid price was determined.

### 3.19 MAINTENANCE OF RECORDS - The contractor shall maintain records for products and/or services delivered against the contract for a period of three (3) years from the date of final payment. Such records shall be made available to the State upon request for purposes of conducting an audit or for ascertaining information regarding dollar volume or number of transactions.

## 4. TERMS RELATING TO PRICE QUOTATION

### 4.1 PRICE FLUCTUATION DURING CONTRACT - Unless otherwise noted by the State, all prices quoted shall be firm through issuance of contract or purchase order and shall not be subject to increase during the period of the contract.

In the event of a manufacturer's or contractor's price decrease during the contract period, the State shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The Director of Purchase and Property must be notified in writing of any price reduction within five (5) days of the effective date.

Failure to report price reductions will result in cancellation of contract for cause, pursuant to provision 3.5b.1.

### 4.2 DELIVERY COSTS - Unless otherwise noted in the Request for Proposal, all prices for items in bid proposals are to be submitted F.O.B. Destination. Proposals submitted other than F.O.B. Destination may not be considered. Regardless of the method of quoting shipments, the contractor shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to the State's using agency or designated purchaser.



## STANDARD TERMS &amp; CONDITIONS

## TERM CONTRACT - ADVERTISED BID PROPOSAL

DEPT OF TREASURY  
PURCHASE BUREAU  
STATE OF NEW JERSEY  
33 WEST STATE ST 9TH FL  
PO BOX 230  
TRENTON

NJ 08625-0230

NUMBER : 02-X-33262  
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BIDDER :

F.O.B. Destination does not cover "spotting" but does include delivery on the receiving platform of the ordering agency at any destination in the State of New Jersey unless otherwise specified. No additional charges will be allowed for any additional transportation costs resulting from partial shipments made at contractor's convenience when a single shipment is ordered. The weights and measures of the State's using agency receiving the shipment shall govern.

4.3 C.O.D. TERMS - C.O.D. terms are not acceptable as part of a bid proposal and will be cause for rejection of a bid.

4.4 TAX CHARGES - The State of New Jersey is exempt from State sales or use taxes and Federal excise taxes. Therefore, price quotations must not include such taxes. The State's Federal Excise Tax Exemption number is 22-75-0050K.

4.5 PAYMENT TO VENDORS - Payment for goods and/or services purchased by the State will only be made against State Payment Vouchers. The State bill form in duplicate together with the original Bill of Lading, express receipt and other related papers must be sent to the consignee on the date of each delivery. Responsibility for payment rests with the using agency which will ascertain that the contractor has performed in a proper and satisfactory manner in accordance with the terms and conditions of the award. Payment will not be made until the using agency has approved payment.

For every contract the term of which spans more than one fiscal year, the State's obligation to make payment beyond the current fiscal year is contingent upon legislative appropriation and availability of funds.

The State of New Jersey now offers State contractors the opportunity to be paid through the VISA procurement card (p-card). A contractor's acceptance and a State Agency's use of the p-card, however, is optional. P-card transactions do not require the submission of either a contractor invoice or a State payment voucher. Purchasing transactions utilizing the p-card will usually result in payment to a contractor in three days. A Contractor should take note that there will be a transaction processing fee for each p-card transaction. To participate, a contractor must be capable of accepting the VISA card. For more information, call your bank or any merchant services company.

4.6 NEW JERSEY PROMPT PAYMENT ACT - The New Jersey Prompt Payment Act N.J.S.A. 52:32-32 et seq. requires state agencies to pay for goods and services within sixty (60) days of the agency's receipt of a properly executed State Payment Voucher or within sixty (60) days of receipt and acceptance of goods and services, whichever is later. Properly executed performance security, when required, must be received by the state prior to processing any payments for goods and services accepted by state agencies. Interest will be paid on delinquent accounts at a rate established by the State Treasurer. Interest will not be paid until it exceeds \$5.00 per properly executed invoice.

Cash discounts and other payment terms included as part of the original agreement are not affected by the Prompt Payment Act.

4.7 RECIPROCITY - In accordance with N.J.S.A. 52:32-1.4 and N.J.A.C. 17:12-2.13, the State of New Jersey will invoke reciprocal action against an out-of-State bidder whose state or locality maintains a preference practice for their bidders.

5. CASH DISCOUNTS - Bidders are encouraged to offer cash discounts based on expedited payment by the State. The State will make efforts to take advantage of discounts, but discounts will not be considered in determining the lowest bid.

- Discount periods shall be calculated starting from the next business day after the recipient has accepted the goods or services, received a properly signed and executed State Payment Voucher form and, when required, a properly executed performance security, whichever is latest.
- The date on the check issued by the State in payment of that Voucher shall be deemed the date of the State's response to that Voucher.

6. STANDARDS PROHIBITING CONFLICTS OF INTEREST - The following prohibitions on vendor activities shall apply to all contracts or purchase agreements made with the State of New Jersey, pursuant to Executive Order No. 189 (1988).

- No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b. and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.
- The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.
- No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

## STANDARD TERMS &amp; CONDITIONS

## TERM CONTRACT - ADVERTISED BID PROPOSAL

DEPT OF TREASURY  
PURCHASE BUREAU  
STATE OF NEW JERSEY  
33 WEST STATE ST 9TH FL  
PO BOX 230  
TRENTON

NJ

08625-0230

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- d. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- e. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.
- f. The provisions cited above in paragraph 6a. through 6e. shall not be construed to prohibit a State officer or employee or Special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 6c.

<b>AFFIRMATIVE ACTION</b>		<b>TERM CONTRACT - ADVERTISED BID PROPOSAL</b>	
DEPT OF TREASURY PURCHASE BUREAU STATE OF NEW JERSEY 33 WEST STATE ST 9TH FL PO BOX 230 TRENTON NJ 08625-0230		NUMBER : 02-X-33262 OPEN DATE : 07/31/01 TIME : 2 PM T-NUMBER : T1480  BIDDER :	PAGE 8

**SUPPLEMENT TO BID SPECIFICATIONS**

**DURING THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AGREES AS FOLLOWS:**

1. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF AGE, RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS OR SEX. THE CONTRACTOR WILL TAKE AFFIRMATIVE ACTION TO ENSURE THAT SUCH APPLICANTS ARE RECRUITED AND EMPLOYED, AND THAT EMPLOYEES ARE TREATED DURING EMPLOYMENT, WITHOUT REGARD TO THEIR AGE, RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS OR SEX. SUCH ACTION SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING: EMPLOYMENT, UPGRADING, DEMOTION, OR TRANSFER; RECRUITMENT OR RECRUITMENT ADVERTISING; LAYOFF OR TERMINATION; RATES OF PAY OR OTHER FORMS OF COMPENSATION; AND SELECTION FOR TRAINING, INCLUDING APPRENTICESHIP. THE CONTRACTOR AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES TO BE PROVIDED BY THE PUBLIC AGENCY COMPLIANCE OFFICER SETTING FORTH PROVISIONS OF THIS NONDISCRIMINATION CLAUSE;
2. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE WILL, IN ALL SOLICITATIONS OR ADVERTISEMENTS, FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE CONTRACTOR, STATE THAT ALL QUALIFIED APPLICANTS WILL RECEIVE CONSIDERATION FOR EMPLOYMENT WITHOUT REGARD TO AGE, RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS OR SEX;
3. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, WILL SEND TO EACH LABOR UNION OR REPRESENTATIVE OR WORKERS WITH WHICH IT HAS A COLLECTIVE BARGAINING AGREEMENT OR OTHER CONTRACT OR UNDERSTANDING, A NOTICE, TO BE PROVIDED BY THE AGENCY CONTRACTING OFFICER ADVISING THE LABOR UNION OR WORKERS' REPRESENTATIVE OF THE CONTRACTOR'S COMMITMENTS UNDER THIS ACT AND SHALL POST COPIES OF THE NOTICE IN CONSPICUOUS PLACES AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT.
4. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, AGREES TO COMPLY WITH THE REGULATIONS PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME.
5. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO ATTEMPT IN GOOD FAITH TO EMPLOY MINORITY AND FEMALE WORKERS CONSISTENT WITH THE APPLICABLE COUNTY EMPLOYMENT GOALS PRESCRIBED BY N.J.A.C. 17:27-5.2 PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME OR IN ACCORDANCE WITH A BINDING DETERMINATION OF THE APPLICABLE COUNTY EMPLOYMENT GOALS DETERMINED BY THE AFFIRMATIVE ACTION OFFICE PURSUANT TO N.J.A.C. 17:27-5.2 PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME.
6. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO INFORM IN WRITING APPROPRIATE RECRUITMENT AGENCIES IN THE AREA, INCLUDING EMPLOYMENT AGENCIES, PLACEMENT BUREAUS, COLLEGES, UNIVERSITIES, LABOR UNIONS, THAT IT DOES NOT DISCRIMINATE ON THE BASIS OF AGE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS OR SEX, AND THAT IT WILL DISCONTINUE THE USE OF ANY RECRUITMENT AGENCY WHICH ENGAGES IN DIRECT OR INDIRECT DISCRIMINATORY PRACTICES.
7. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO REVISE ANY OF ITS TESTING PROCEDURES, IF NECESSARY, TO ASSURE THAT ALL PERSONNEL TESTING CONFORMS WITH THE PRINCIPLES OF JOB-RELATED TESTING, AS ESTABLISHED BY THE STATUTES AND COURT DECISIONS OF THE STATE OF NEW JERSEY AND AS ESTABLISHED BY APPLICABLE FEDERAL LAW AND APPLICABLE FEDERAL COURT DECISIONS.
8. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO REVIEW ALL PROCEDURES RELATING TO TRANSFER, UPGRADING, DOWNGRADING AND LAYOFF TO ENSURE THAT ALL SUCH ACTIONS ARE TAKEN WITHOUT REGARD TO AGE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS OR SEX, AND CONFORM WITH THE APPLICABLE EMPLOYMENT GOALS, CONSISTANT WITH THE STATUTES AND COURT DECISIONS OF THE STATE OF NEW JERSEY, AND APPLICABLE FEDERAL LAW AND APPLICABLE FEDERAL COURT DECISIONS.

THE CONTRACTOR AND ITS SUBCONTRACTORS SHALL FURNISH SUCH REPORTS OR OTHER DOCUMENTS TO THE AFFIRMATIVE ACTION OFFICE AS MAY BE REQUESTED BY THE OFFICE FROM TIME TO TIME IN ORDER TO CARRY OUT THE PURPOSES OF THESE REGULATIONS, AND PUBLIC AGENCIES SHALL FURNISH SUCH INFORMATION AS MAY BE REQUESTED BY THE AFFIRMATIVE ACTION OFFICE FOR CONDUCTING A COMPLIANCE INVESTIGATION PURSUANT TO SUBCHAPTER 10 OF THE ADMINISTRATIVE CODE (NJAC 17:27).

**\* NO FIRM MAY BE ISSUED A PURCHASE ORDER OR CONTRACT WITH THE STATE UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS**

PLEASE CHECK APPROPRIATE BOX (ONE ONLY)

- ☐ I HAVE A CURRENT NEW JERSEY AFFIRMATIVE ACTION CERTIFICATE, (PLEASE ATTACH A COPY TO YOUR PROPOSAL).
- ☐ I HAVE A VALID FEDERAL AFFIRMATIVE ACTION PLAN APPROVAL LETTER, (PLEASE ATTACH A COPY TO YOUR PROPOSAL.)
- ☐ I HAVE COMPLETED THE INCLOSED FORM AA302 AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT.



**State of New Jersey**  
**AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT**

**IMPORTANT -** READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALL POINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE.

**SECTION A - COMPANY IDENTIFICATION**

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG. <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. OF EMPLOYEES IN THE ENTIRE COMPANY
4. COMPANY NAME		
5. STREET	CITY	COUNTY
		STATE
		ZIP CODE
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		CITY
		STATE
		ZIP CODE
7. DOES THE ENTIRE COMPANY HAVE A TOTAL OF AT LEAST 50 EMPLOYEES? <input type="checkbox"/> YES <input type="checkbox"/> NO		
8. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
9. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN N.J. <span style="border: 1px solid black; padding: 0 20px;"> </span>		
10. TOTAL NUMBER OF EMPLOYEES AT THE ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT <span style="border: 1px solid black; padding: 0 20px;"> </span>		
11. PUBLIC AGENCY AWARDED CONTRACT	CITY	STATE
		ZIP CODE

**OFFICIAL USE ONLY**

DATE RECEIVED	COUNTY	OUT OF STATE PERCENTAGES	ASSIGNED CERTIFICATION NUMBER
MO/DAY/YR		MINORITY   FEMALE	

**SECTION B - EMPLOYMENT DATA**

12. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority categories, in columns 1, 2 & 3.

JOB CATEGORIES	ALL EMPLOYEES			MINORITY GROUP EMPLOYEES (PERMANENT)							
	Col. 1 TOTAL (Cols. 2&3)	Col. 2 MALE	Col. 3 FEMALE	MALE				FEMALE			
				BLACK	HISPANIC	AMERICAN INDIAN	ASIAN	BLACK	HISPANIC	AMERICAN INDIAN	ASIAN
Officials and Managers											
Professionals											
Technicians											
Sales Workers											
Office and Clerical											
Craftworkers (Skilled)											
Operatives (Semi-skilled)											
Laborers (Unskilled)											
Service Workers											
<b>TOTAL</b>											
Total employment from Previous Report (if any)											

The data below shall NOT be included in the request for the categories above.

3. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. VISUAL SURVEY <input type="checkbox"/> 2. EMPLOYMENT RECORD <input type="checkbox"/> 3. OTHER (SPECIFY)	15. IS THIS THE FIRST EMPLOYEE INFORMATION REPORT (IAA.302) SUBMITTED? <input type="checkbox"/> 1. YES <input type="checkbox"/> 2. NO	16. IF NO DATE OF LAST REPORT SUBMITTED MO.   DAY   YEAR
4. DATES OF PAYROLL PERIOD USED		

**SECTION C - SIGNATURE AND IDENTIFICATION**

7. NAME OF PERSON COMPLETING FORM (Print or Type) (CONTRACTOR EEO OFFICER)	SIGNATURE	TITLE	DATE MO.   DAY   YEAR
8. ADDRESS (NO. & STREET)	(CITY)	(STATE)	(ZIP CODE)
PHONE (AREA CODE, NO. & EXTENSION)			



## OWNERSHIP DISCLOSURE FORM

DEPT OF TREASURY  
PURCHASE BUREAU  
STATE OF NEW JERSEY  
33 WEST STATE ST 9TH FL  
PO BOX 230  
TRENTON NJ 08625-0230

NUMBER : 02-X-33262  
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**INSTRUCTIONS:** Provide below the names, home addresses, dates of birth, offices held and any ownership interest of all officers of the firm named above. If additional space is necessary, provide on an attached sheet.

NAME	HOME ADDRESS	DATE OF BIRTH	OFFICE HELD	OWNERSHIP INTEREST (Shares Owned or % of Partnership)

**INSTRUCTIONS:** Provide below the names, home addresses, dates of birth, and ownership interest of all individuals not listed above, and any partnerships, corporations and any other owner having a 10% or greater interest in the firm named above. If a listed owner is a corporation or partnership, provide below the same information for the holders of 10% or more interest in that corporation or partnership. If additional space is necessary, provide that information on an attached sheet. If there are no owners with 10% or more interest in your firm, enter "None" below. Complete the certification at the bottom of this form. If this form has previously been submitted to the Purchase Bureau in connection with another bid, indicate changes, if any, where appropriate, and complete the certification below.

NAME	HOME ADDRESS	DATE OF BIRTH	OFFICE HELD	OWNERSHIP INTEREST (Shares Owned or % of Partnership)

## COMPLETE ALL QUESTIONS BELOW

- |  | YES   | NO    |
|--|-------|-------|
| 1. Within the past five years has another company or corporation had a 10% or greater interest in the firm identified above? (If yes, complete and attach a separate disclosure form reflecting previous ownership interests.)   | _____ | _____ |
| 2. Has any person or entity listed in this form or its attachments ever been arrested, charged, indicted or convicted in a criminal or disorderly persons matter by the State of New Jersey, any other state or the U.S. Government? (If yes, attach a detailed explanation for each instance.)  | _____ | _____ |
| 3. Has any person or entity listed in this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any agency of government from bidding or contracting to provide services, labor, material or supplies? (If yes, attach a detailed explanation for each instance.)   | _____ | _____ |
| 4. Are there now any criminal matters or debarment proceedings pending in which the firm and/or its officers and/or managers are involved? (If yes, attach a detailed explanation for each instance.)  | _____ | _____ |
| 5. Has any federal, state or local license, permit or other similar authorization, necessary to perform the work applied for herein and held or applied for by any person or entity listed in this form, been suspended or revoked, or been the subject of any pending proceedings specifically seeking or litigating the issue of suspension or revocation? (If yes to any part of this question, attach a detailed explanation for each instance.) | _____ | _____ |

**CERTIFICATION:** I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers or information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option, may declare any contract(s) resulting from this certification void and unenforceable.

I, being duly authorized, certify that the information supplied above, including all attached pages, is complete and correct to the best of my knowledge. I certify that all of the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

COMPANY NAME: \_\_\_\_\_ (Signature)

ADDRESS: \_\_\_\_\_ PRINT OR TYPE \_\_\_\_\_ (Name)

\_\_\_\_\_ (Title)

FEIN/SSN#: \_\_\_\_\_ Date: \_\_\_\_\_

CONFERENCE/SITE INSPECTION	TERM CONTRACT - ADVERTISED BID PROPOSAL	PAGE
DEPT OF TREASURY PURCHASE BUREAU STATE OF NEW JERSEY 33 WEST STATE ST 9TH FL PO BOX 230 TRENTON NJ 08625-0230	NUMBER : 02-X-33262 OPEN DATE : 07/31/01 T-NUMBER : T1480  BIDDER :	10

THE FOLLOWING CONFERENCES WILL BE HELD

CONFERENCE

LOCATION

MANDATORY SITE VISIT

DATE: 07/11/01

TIME: 9:30

JAMES J. HOWARD

MARINE SCIENCE LABORATORY

MAGRUDER ROAD

SANDY HOOK, NEW JERSEY 077333

MANDATORY PRE-BID CONFERENCE

DATE: 07/11/01

TIME: 10:00

JAMES J. HOWARD

MARINE SCIENCE LABORATORY

MAGRUDER ROAD

SANDY HOOK, NEW JERSEY 07733

SPECIFICATIONS	TERM CONTRACT - ADVERTISED BID PROPOSAL	
DEPT OF TREASURY PURCHASE BUREAU STATE OF NEW JERSEY 33 WEST STATE ST 9TH FL PO BOX 230 TRENTON NJ 08625-0230	NUMBER : 02-X-33262 OPEN DATE : 07/31/01 T-NUMBER : T1480  BIDDER :	PAGE 11

REQUEST FOR PROPOSAL (RFP)  
FOR  
JANITORIAL SERVICES  
AT THE  
JAMES J. HOWARD MARINE LAB  
SANDY HOOK, NEW JERSEY

#### SPECIAL TERMS AND CONDITIONS

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- 6.0 PROPOSAL Evaluation/Contract Award
- 6.1 Proposal Evaluation Committee
- 6.2 Oral Presentation and/or Clarification of Proposal
- 6.3 Evaluation Criteria
- 6.4 Contract Award

- 7.0 BIDDER DATA SHEETS, BIDDER'S CAPABILITIES, ORGANIZATIONAL SUPPORT AND EXPERIENCE/TECHNICAL PROPOSAL

- 8.0 PRICE SHEET(S) AND SUPPORTING DETAIL

- 9.0 EXHIBITS/ATTACHMENTS

## 1.0 Information for Bidders

### 1.1 Purpose and Intent

This Request For Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury, on behalf of the State of New Jersey. The purpose of this RFP is to solicit proposals from qualified bidders for Janitorial Services at the James J. Howard Marine Sciences Laboratory, Sandy Hook, New Jersey.

The intent of this RFP is to award a contract to that responsible bidder whose bid, conforming to this invitation for bids, is most advantageous to the State, price and other factors considered.

### 1.2 Background

Not applicable to this procurement.

### 1.3 Key Events

#### 1.3.1 Questions and Inquiries

It is the policy of the Purchase Bureau to accept questions and inquiries from all potential bidders receiving this RFP.

Written questions should be faxed to the Purchase Bureau to the attention of the assigned Purchase Bureau buyer at the following



SPECIFICATIONS		TERM CONTRACT - ADVERTISED BID PROPOSAL	
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address:

Purchase Bureau  
Division of Purchase and Property  
State of New Jersey  
PO BOX 230  
Trenton, New Jersey 08625-0230  
Attention: Doreica Holt  
Fax Number: 609 292-5170

Written questions should also be faxed to the Using Agency to the attention of the following address:

Attention: Janice J. Diguseppe  
Fax Number: 609 984-8495

#### 1.3.1.1 CUT-OFF DATE FOR QUESTIONS AND INQUIRIES

A Mandatory Pre-Bid Conference has been scheduled for this procurement, therefore, the cut-off date for submission of questions will be the date of the Mandatory Pre-Bid Conference. While all questions will be entertained at the Mandatory Pre-Bid Conference, it is strongly urged that questions be submitted in writing prior to the Mandatory Pre-Bid Conference. Written questions must be delivered to the Purchase Bureau buyer. It is requested that bidders having long, complex or multiple part questions submit them in writing as far in advance of the Mandatory Pre-Bid Conference as possible. This request is made so that answers can be prepared by the State by the time of the Mandatory Pre-Bid Conference.

#### 1.3.1.2 Question Protocol

Questions should be submitted in writing to the attention of the assigned Purchase Bureau buyer. Written questions should be directly tied to the RFP by the writer. Questions should be asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

Short procedural inquiries may be accepted by telephone by the Purchase Bureau buyer, however, oral explanations or instructions given over the telephone shall not be binding upon the State. Bidders shall not contact the Using Agency directly, in person, or by telephone, concerning this RFP.

#### 1.3.2 Mandatory Site Visit

A Mandatory Site Visit has been scheduled for this procurement. The date, time, and location are provided on the conference/site inspection page of this RFP.

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Contact George Grant at 732 872-1762, for directions.

CAUTION: Bids will be automatically rejected from any bidder that was not represented or failed to properly register at the Mandatory Site Visit.

#### IMPORTANT NOTE:

NO QUESTIONS OR INQUIRIES REGARDING THE SUBSTANCE OF THIS RFP WILL BE ACCEPTED OR ANSWERED DURING THE MANDATORY SITE VISIT. ALL QUESTIONS MUST BE HELD AND SUBMITTED IN ACCORDANCE WITH RFP SECTION 1.3.1

#### 1.3.3 Mandatory Pre-Bid Conference

A Mandatory Pre-Bid Conference has been scheduled for this procurement. The date, time and location are provided on the conference/site inspection page of this Request For Proposal.

Contact George Grant at 732 872-1762, for directions.

CAUTION: Bids will be automatically rejected from any bidder that was not represented or failing to properly register at the Mandatory Pre-Bid Conference.

The purpose of the Mandatory Pre-Bid Conference is to provide a structured and formal opportunity for the State to accept questions from bidders regarding this RFP.

Any revisions to the RFP resulting from the Mandatory Pre-Bid Conference will be formalized and distributed to attendees as written addendum to the RFP. Answers to deferred questions will also be distributed to attendees as written addendum to this RFP.

#### 1.3.4 Document Review Room

Not applicable to this procurement.

#### 1.4 Additional Information

##### 1.4.1 Revisions to this RFP

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. Any RFP addendum will be distributed as follows:

A Mandatory Pre-Bid Conference has been scheduled for this procurement. Any addendum issued before the Mandatory Pre-Bid Conference will be distributed to all bidders who were sent the initial RFP. Any addendum issued at the time of or after the

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Mandatory Pre-Bid Conference will be distributed only to those bidders represented and properly registered at the Mandatory Pre-Bid Conference.

**1.4.2 Addendum as a Part of this RFP**

Any addendum to this RFP shall become part of this RFP and part of any contract resulting from this RFP.

**1.4.3 Issuing Office**

This RFP is issued by the Purchase Bureau, Division of Purchase and Property. The buyer noted in Section 1.3.1 is the sole point of contact between the bidder and the State for purposes of this RFP.

**1.4.4 Bidder Responsibility**

The bidder assumes sole responsibility for the complete effort required in this RFP. No special consideration shall be given after bids are opened because of a bidder's failure to be knowledgeable of all the requirements of this RFP. By submitting a proposal in response to this RFP, the bidder represents that it has satisfied itself, from its own investigation, of all of the requirements of this RFP.

**1.4.5 Cost Liability**

The State assumes no responsibility and bears no liability for costs incurred by bidders in the preparation and submittal of proposals in response to this RFP.

**1.4.6 Contents of Bid Proposal**

The entire content of every bid proposal will be publicly opened and becomes a public record. This is the case notwithstanding any statement to the contrary made by a bidder in its bid proposal.

All bid proposals, as public records, are available for public inspection. Interested parties can make an appointment to inspect bid proposals received in response to this RFP with the Purchase Bureau buyer.

**1.4.7 Price Alteration**

Bid prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to initial price changes may preclude an award being made to the bidder.

**1.4.8 Joint Venture**



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If a joint venture is submitting a bid, the agreement between the parties relating to such joint venture should be submitted with the joint venture's proposal. Authorized signatories from each party comprising the joint venture must sign the bid proposal. A separate Ownership Disclosure Form, Affirmative Action Employee Information Report, McBride Principles Certification and, if applicable, foreign (out of State) corporation registration must be supplied for each party to a joint venture.

## 2.0 DEFINITIONS

### 2.1 Definitions

The following definitions shall be part of any contract awarded or order placed as a result of this RFP:

Addendum - Written clarification or revision to this RFP issued by the Purchase Bureau.

Amendment - A change in the scope of work to be performed by the contractor. An amendment is not effective until it is signed by the Director, Division of Purchase and Property.

Bidder - An individual or business entity submitting a bid in response to this RFP.

Contract - This RFP, any addendum to this RFP, and the bidder's proposal submitted in response to this RFP and the Division's Notice of Acceptance.

Contractor - The contractor is the bidder awarded a contract.

Director - Director, Division of Purchase and Property, Department of Treasury. By statutory authority, the Director is the chief contracting officer for the State of New Jersey.

Division - The Division of Purchase and Property.

Evaluation Committee - A committee established by the Director to review and evaluate bid proposals submitted in response to this RFP and to recommend a contract award to the Director.

May - Denotes that which is permissible, not mandatory.

Project - The undertaking or services that are the subject of this RFP.

Request for Proposal (RFP) - This document which establishes the bidding and contract requirements and solicits proposals to meet the



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purchase needs of Using Agencies as identified herein.

Shall or Must - Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of a bid proposal as materially non-responsive.

Should - Denotes that which is recommended, not mandatory.

State Contract Manager - The individual responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work.

Subtasks - Detailed activities that comprise the actual performance of a task.

State - State of New Jersey.

Task - A discrete unit of work to be performed.

Using Agency or Agency - The entity for which the Division has issued this RFP and will enter into a contract.

### 3.0 Scope of Work

The contractor will be expected to provide full custodial services on the first day of the contract.

The population of the building and/or the use of spaces may be modified over the contract period. The State will develop a price for additional or more frequent cleaning of presently vacant space or for changes in janitorial requirements based on space use changes, by pro-rating the actual square feet occupied compared to total occupied square feet.

The Contractor shall provide supervision, manpower, equipment and supplies necessary to provide janitorial services as described herein. As indicated below, the Contractor will provide schedules and accomplish periodic work in conformance with the schedules. In addition, for other work the quality requirements indicated in this section must be met. The building areas to be serviced will be described in the Building Information Sheet (BIS)-(Attachment 3) and the Special Instructions Sheet (Attachment 4). These sheets will be distributed at the mandatory bidders conference. The figures contained in the BIS are approximate and are estimates of the building statistical data. The Contractor is responsible for verifying dimensions and quantities.

The Contractor will be required to supply all janitorial supplies including all paper products except c-fold towels for the seawater

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labs, toilet tissue, hand towels, sanitary napkins and tampons, hand soap, plastic wastebasket and trash can liners, and air fresheners.

The Contractor will not be required to provide separation services for recyclable materials. However, the Contractor will be required to empty all recycling containers throughout the facility and transport recycling to a designated container or area. Under existing State and local regulations, the following items are to be recycled: 1) shredded paper, 2) mixed paper, 3) glass bottles, 4) aluminum cans, 5) newspaper, 6) corrugated paper. This list may increase in accordance with future regulations.

#### Cleaning Services Required

The Contractor's performance will be evaluated based upon the cleaning quality requirements contained herein.

The work described herein shall be performed within the following specified time periods:

On normal work days, all cleaning of occupied space shall be performed after 5:00 p.m.

Performance frequency is required as described in the paragraphs below and in accordance with Attachment 2 which will be distributed at the Mandatory Bidders' Conference.

The cleaning of chemical and seawater laboratories must be scheduled so as not to interfere with on-going experiments and research activity. These high sophisticated laboratories form the heart of this facility. It is vital that the assigned staff be capable of carrying out his/her duties with: 1) a sensitivity to the delicate nature of the equipment; 2) the potential hazards of working environment and 3) the restrictions on cleaning materials to be used therein.

#### Nonscheduled Tasks

The contractor may also be required to provide various nonscheduled tasks on an as needed basis as indicated below. Billings will be separately stated for these services.

#### Emergency or Additional Cleaning Service

There may be emergency or special situations which require cleaning services beyond those in this RFP. Prices for such cleaning must be given as a loaded hourly rate on the bid sheet. Response times to emergency calls must be within two hours. The loaded hourly rate must be all inclusive of all labor, materials, equipment, supplies and overhead.

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## Cleaning Work Quality Requirements:

### Toilet Rooms and Shower Areas:

Floors and walls shall be cleaned utilizing cleaner-disinfectant. The floors including corners and baseboards shall be clean and dry, and present an overall appearance of cleanliness. Fixtures and stalls shall be clean and bright. There shall be no obvious dust, stains, green mold or encrustation. All supply dispensers shall be filled. Waste and sanitary napkin receptacles shall be emptied, cleaned and disinfected. Liner bags shall be replaced daily. Liner bags removed from the sanitary napkin receptacles shall be collected in separate containers for disposal. There shall be no obvious signs of dust on any surface. Toilet rooms shall be maintained free of discarded materials and trash. Obvious signs of water stains and smudges shall be removed from all surfaces.

Room Cleaning: (Including all office areas, and space being utilized by the occupants): All waste generated in the building shall be collected and removed to the designated areas as specified by the State Building Manager. Marketable wastepaper (and materials collected under the State Recycling Program), shall be collected and placed in the wastepaper room or on the loading platform for removal by others. Clean the rooms used for the collection of solid waste.

Fixtures shall be clean and bright, there shall be no obvious dust, stains or encrustation. Mirrors shall be clean and free of obvious spots or streaks. All horizontal, vertical and under surfaces shall be free of obvious dust, smudges or spots. Corners, crevices, moldings and ledges shall be free of obvious dust. NOTE: In dusting of horizontal surfaces, papers shall not be disturbed. However, desk type items shall be raised to remove obvious dust or debris. Glass shall be clean and free of dust, smudges, or spots.

Carpeted surfaces shall be free of obvious dirt, dust, and other debris. Floor surfaces shall be clean and free of debris or foreign matter. No dirt shall be left in corners or near baseboards, behind doors or under furniture. The finished area shall have a uniform luster without unsightly finish build-up. All spillages, dirt accumulation or crust material shall be removed along with spots and stains. There shall be no evidence of fuzzing caused by harsh rubbing or brushing. When spot cleaned, areas shall blend with the adjacent areas of the carpet. Spots, smudges or other foreign markings shall have been removed without causing unsightly discoloration to the wall surfaces. Wastebaskets shall be maintained free of dust, debris and residue. Wash, damp wipe or replace plastic liners for wastebaskets to keep them in acceptable condition. Plastic liners shall not be torn, worn, or contain residue. Wood paneling shall be free of dirt,



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dust or streaks. Office sinks shall be cleaned daily using restroom specifications.

Entrances, Lobbies and Corridors: Floor surfaces shall be clean and free of debris or foreign matter. No dirt shall be left in corners or near baseboards, behind doors or under furniture. The finished area shall have a uniform luster without unsightly finish build-up. Carpeted surfaces shall be free of stains, obvious dirt, dust and other debris. Metal surfaces shall be free of smears, smudges or stains. They shall be clean, bright and polished to a uniform luster.

NOTE: Sweeping, mopping and/or vacuuming is required daily on all floor areas.

Wood surfaces shall be free of dirt, dust or streaks. All horizontal, vertical and under surfaces shall be free of obvious dust, smudges or spots. Corners, crevices, moldings and ledges shall be free of obvious dust. Glass surfaces shall be clean and free of dust, smudges or spots. Thresholds shall be clean and free of dirt and debris. Walls, surfaces, tile and vinyl floors shall be clean and free of smudges, dust and removable stains. Materials and procedures used to clean all surfaces must not harm or degrade appearance or useful life, and not create fumes, residue, etc. that could interfere with laboratory activities. All equipment and cleaning supplies must be approved by the building manager or his designee.

Stairways, Landings, and Treads: Landing and tread surfaces shall be free of dirt, dust and other foreign substances and shall present an overall appearance of cleanliness. Railings, ledges, grilles, fire apparatus and doors shall be free of dust and foreign substances. Glass surfaces shall be clean and free of obvious dust, smudges or spots. Metal surfaces shall be free of smears, smudges or stains. They shall be clean, bright and polished to a uniform luster. Wood surfaces shall be free of smears, smudges or stains. Carpeted areas are to be free of stains, obvious dirt, dust and debris.

Loading Area: (Includes platforms, docks and the field prep room). Loading areas shall be clean and free of trash, debris and foreign matter. No dirt shall be left in corners. Area shall be free of grease, tar, oil spots, etc., and present an overall appearance of cleanliness.

Ramps, Courtyard and Driveways: Areas shall be free of trash and other discarded materials. Grease, tar and oil shall not be allowed to permeate concrete surfaces.

Passenger/Freight Elevators: All vertical and horizontal surfaces and doors shall be clean and free of dirt, dust and smudges. All metal surfaces shall be free of smears, smudges or stains. They shall be clean, bright and polished to a uniform luster. Floor tracks shall be

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free of dirt or other foreign matter. Elevator floors shall be free of dirt and other debris. Floor surfaces shall be clean and free of debris or foreign matter. No dirt shall be left in corners or near baseboards. The finished area shall have uniform luster without unsightly finish build-up.

Exterior Receptacles: Cigarette butts, matches and other discarded material shall be removed and the receptacle wiped so that it is free of dust, ashes, odors, tar and streaks. Any sand used in such receptacles must be cleaned and replaced as necessary.

Drinking Fountains: The fixture surfaces shall be clean and bright, free of dust, stains and streaks. Fountains shall be kept free of trash, ink, coffee grounds, etc., and nozzles free from encrustation. Metal surfaces shall have a polished lustrous appearance.

Janitorial closets and some basement spaces are available for contractor use and storage. These are to be maintained in an orderly fashion and cleaned periodically as required.

Exterior Cleaning: All areas shall be free of debris, leaves and trash. Grounds, porches and areas under porches and sidewalk areas shall be free of paper, trash, bottles, leaves and other discarded materials.

Lunch Room And Coffee Stations: Floor areas are to be vacuumed daily and kept free of stains, trash or food remnants. Fixtures and surfaces shall be kept free of trash, coffee grounds, food particles, stains, etc., and will have a clean polished lustrous appearance. Tables and counter tops are to be wiped with suitable cleaning agents and shall have clean, streak-free appearance.

Storage Space: Floors shall be clean and free of trash and foreign substances. No dirt shall be left in corners, under furniture or behind doors.

Entrance and Elevator Floors: Flooring (carpets and/or mats) shall be maintained clean and free of dirt, grime, stains and excessive build-up or crusted material.

Windows and Glass: Glass shall be cleaned and both sides of all exterior windows and interior glass, encompassing clerestories glass, glass over and in interior exterior and vestibule doors, and all plate glass around entrances, lobbies, and vestibules and in corridors. Windows shall be free of dirt, grime, streaks and moisture and shall not be cloudy. Window sashes, sills, wood-work, and other surroundings of interior glass shall be wiped free of drippings and other water marks.

Venetian Blinds: Both sides of venetian blind slats shall be clean

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and free of dust, dirt and water spots.

**High Cleaning:** All surfaces approximately 70" or more from the floor shall be maintained clean and free of dust and foreign matter.

**Hard Flooring:** No build-up of old finish or wax shall be permitted to exist. Coated areas shall provide a uniform luster. Finished surfaces shall be slip resistant.

**Floor Mats:** Mats in corridors and offices shall be clean and free of dirt, grime, stains, and other foreign matter.

**Lab Areas:** Quality standards in the seawater and chemical labs will be the same, in general, as those for offices and other spaces. However, cleaning in these spaces will be limited to specific tasks, as indicated by the various NOAA laboratory supervisors and as scheduled by these supervisors. These tasks will normally be performed off hours and these spaces are NOT to be included in the cost per square foot calculation for normal janitorial services. Cost for these services will be in accordance with porter hours. Also, all cleaning or other chemical agents must be pre-approved prior to use or discharge into floor drains.

**Flooring:** Hardwood, Tile, Vinyl and Concrete. All designated concrete floors will be damp mopped daily and machine washed weekly. All hardwood and tile vinyl flooring will be spray buffed weekly. Otherwise quality requirements are same as room cleaning. Floor surfaces shall be clean and free of debris or foreign matter. Walls, baseboards and other surfaces including equipment shall be free of splashings and markings.

**Schedule for periodic work:** Within 10 days following the start date, the contractor will submit to the State Building Manager a schedule for accomplishing periodic work. The schedule will include the type of work, specific areas and actual dates when the work will be accomplished. The types of work and frequency are provided below and in Attachment 2. The State Building Manager will be notified upon completion of these jobs for verification.

All work performed on items require daily maintenance.

#### Restroom And Shower Area Cleaning:

a) Every month: Damp wipe the full surface area of all stall partitions, doors, window frames, sills, and wastepaper receptacles utilizing a multipurpose (disinfectant/deoderizer) cleaner.

b) Quarterly: Strip and apply four coats of floor finish to resilient floors.



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Laboratory Building, Main Lobbies and Main Corridors, First and Second Floors:

Quarterly: Strip and apply at least four coats of floor finish.

Room Cleaning and Secondary Corridors, Wood or Vinyl Floors:

Semi-Annually: Strip and apply at least four coats of floor finish.

Windows and Glass:

Annually: Wash both sides of all exterior building windows.

Semi-annually, clerestories, glass over and in exterior and vestibule doors, and all plate glass around entrances, lobbies, corridors, and vestibules.

Vertical/Horizontal Blinds:

Annually: Wash all venetian blinds in building, clean cords and tapes. Blinds will be dusted or vacuumed at six month intervals from washing.

High Cleaning:

Quarterly: Clean surfaces and objects in the building approximately 70" or more from the floor. This includes but is not limited to the wall and ceiling areas, ventilating and air conditioning outlets, transoms, clocks, ceiling moldings, tops of partitions, overhead pipes, wall fans, pictures, plaques, wall or ceiling diffusers, file cases, bookcases, lockers, etc. Damp wipe and dry high surfaces such as transoms, clock glass, picture frames and glass smudged areas surrounding air grilles, diffusers, etc.

The Contractor is required to supply all equipment necessary to perform the work, including ladders to clean storm window exteriors.

Carpet Cleaning: All carpeted entrances, corridors and high traffic areas shall be thoroughly cleaned by either dry or wet extracted methods at least every six months. All other carpeted areas shall be thoroughly cleaned by either dry or wet extracted methods at least once per year.

Material Safety Data Sheet

The successful contractor is required to furnish Material Safety Data Sheets, or manufacturer's equivalent information sheets on the products and/or chemicals used in performing the services specified in this RFP to the Building Manager of the State Complex. These sheets must list complete chemical ingredients including the percentage

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composition of each ingredient in the mixture (down to 0.1%), the Chemical Abstract Service Numbers for those substances listed and any potentially hazardous products which may off-gas during or following application. Failure to submit such data or to conform to usage restriction may result in the termination of contract award. The State's Building Manager will review these data sheets with the NOAA on site environmental compliance safety officer. In the event of any incompatibilities, hazards or other usage problems, the contractor will be advised to use alternate products.

#### Employee Availability

The contractor must have access to a "pool" of available competent employees such that absenteeism does not interfere with the quality of performance on this contract. The pool of employees must be available for emergencies and additional work within two hours of State's call.

#### Contractor Personnel

Contractor personnel must be physically able to do their assigned work and must be free from any communicable diseases. All employees must be able to speak and understand basic English. The State may request the contractor to transfer employees who are found to be incompetent, excessively tardy and/or absent, or who abuse the State's property in any way.

All personnel must be capable employees who are thoroughly trained and qualified to to the work assigned to them.

All personnel must observe all regulations in effect at the State agency, including security procedures. While on State property, employees are subject to the control of the State. Under no circumstances will the contractor or his personnel represent themselves as employees of the State.

The contractor must supply and maintain a current list of all employees used on the contract. It must include the employee's full name, date of birth and social security number. When new personnel are assigned, this information must be given to the Building Manager immediately and clearly identified as an update to the initial list. All employees are subject to State Police security clearances at the contractor expense.

The contractor must supply work shirts or full uniforms that contain his company's logo (or other company identification) for all personnel. Uniforms must be worn on the job at all times.

The contractor must issue identification badges to each employee. These badges must be worn on the outside of the uniform at all times. The badges must clearly show the employee's full name and

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social security number and the company name. Any contractor employee reporting to work without a uniform and a company identification badge will not be permitted to remain in the building.

The contractor is fully responsible for the conduct of his employees on State premises. If there is any need for intervention by the State and/or Park Service security force or State supervisory personnel because of loud behavior, security breaches or general misconduct, the vendor will be notified in writing of the situation. Any further occurrence of these behaviors will result in termination of service. All security procedures established by the State and the National Park Service must be observed by the contractor and his personnel.

The supervisor will be issued a set of keys and a security system "swipe" card. He/she will be personally responsible for these. Loss or theft of keys must be reported immediately. The contractor may be held responsible for the cost of replacement.

All personnel will have a proper identity tag affixed to the windshield of their vehicles at all times they are within the park, including parking areas. On entry during evening hours, the personnel will stop at the Ranger Station and identify themselves prior to proceeding.

#### Quality Assurance Program

All quality assurance inspections on this contract will be performed by State personnel.

The basis of the Quality Assurance Program will be the checklist that will be distributed at the Mandatory Bidders' Conference as Attachments 1 & 2. The checklist describes four (4) levels of cleanliness and the scoring point that will be assigned to each level. The State must receive service that is consistently at or above a satisfactory level.

Each work day, prior to arrival of the building occupants, the State's inspector will thoroughly inspect an area of the building using the checklist to record observations and assign point scores.

As indicated on the checklist, each observed level of cleanliness carries an assigned point score. These points correspond to the following ratings.

4 points	Acceptable	-	Good
3 points	Acceptable	-	Satisfactory
2 points	Unacceptable	-	Fair
1 point	Unacceptable	-	Poor

There is implied overlap in the acceptable ratings, i.e., all



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characteristics listed under "satisfactory" must also be present in order to be rated "good". Similarly, those characteristics listed under "fair" would also be evident if a "poor" rating is given.

On a bi-weekly schedule (approximately every two weeks or ten working days), the State inspector will have thoroughly inspected and assigned point scores to every area within the building.

A total rating score will be calculated for this bi-weekly rating period. This score will be calculated as follows:

RAW ACTUAL SCORE            =            RATING  
RAW IDEAL SCORE            1 (or 100%)

Raw ideal score = Highest possible number of points that could be assigned (four times the total number of individual rating criteria times the number of daily inspections performed during this rating period).

Raw actual score = Total points assigned during the rating period.

Hypothetical Example of Rating Score Formula:

Assume a rating period of ten days, with 50 individual rating criteria. Four points for each individual rating criteria (highest score) equals 200, time 10 days equals 2000 points.

Raw Ideal Score = 2000 points

Assume ten daily inspection ratings as follows: These are daily actual scores.

Day 1: 140 points  
Day 2: 186 points  
Day 3: 164 points  
Day 4: 168 points  
Day 5: 196 points  
Day 6: 154 points  
Day 7: 140 points  
Day 8: 150 points  
Day 9: 154 points  
Day 10: 172 points

Raw Actual Score = 1524 points

1524 = 76.2 or 76.2%  
2000

76.2% = Rating Score for the bi-weekly period.

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Bi-weekly score of 75% or better is a passing score. A bi-weekly score of less than 75% is a failing score. Written notice of the bi-weekly score will be sent to the Contractor.

NOTE: Bi-weekly scores are individual records of performance. These scores will not be averaged over time.

If a Contractor earns a failing score during any bi-weekly rating period, the management and supervisory team must meet immediately with the State's representative to present a plan for improving performance.

The initial two months of the contract (approximately eight weeks or four rating periods) will be considered a trial period. During that time the State inspector will make daily inspections and will be calculating bi-weekly rating period scores. These scores will not become part of the Contractor's permanent performance record. The purpose of this trial period is for the Contractor to orient his work force to the contract tasks and standards, to familiarize himself with the State's Quality Assurance Program, and to establish an internal quality program that will allow him to meet or exceed the State's quality standards once the official rating periods have begun.

After the initial two months of the contract, if a Contractor receives three consecutive failing scores, the management and supervisory team must meet immediately with the State's representative to present a plan in improving performance.

After the initial four months of the contract, if a Contractor fails to achieve passing scores for at least 75 per cent of the rating periods (calculated at any point during the contract) the State Building Manager may recommend deductions from contract payment for non-performance or unsatisfactory performance and a formal complaint (PB-36) will be filed with the Purchase Bureau.

Referring to Attachment 1, if a daily pre-tenant inspection shows any rating of unacceptable - poor (1 point), the Contractor must return and correct the condition within two hours of telephone notification.

If the daily pretenant inspection shows any rating of unacceptable - fair (2 points), the Contractor must correct the condition when he returns for the next work shift.

If the Contractor has any disagreement with the daily inspection reports, he must submit his list of discrepancies in writing to the State Building Manager by the day following the inspection. If any adjustments to daily scores are made, the State Building Manager must authorize such changes. The biweekly cumulative score is not subject to change since it will be assumed that it has been based on daily scores that were accepted by both parties to the contract.

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If tenant complaints are received regarding areas that were not part of a particular day's inspection, the Contractor will be notified of the problem when he reports for the work shift. Written reports of complaints received will become part of the permanent Vendor Performance Files, however, there will be no points assigned on the basis of these complaints. These reports may be used in the event a decision to terminate the contract must be made. Contract termination will be in accord with the Purchase Bureau's Standard Terms and Conditions, Section 3.5.

Similarly, if there are tenant complaints during the day, i.e., after pre-tenant inspection has been made, they will be recorded, investigated and reported to the Contractor. These records will become part of the permanent Vendor Performance File. Also, records of responsiveness to emergency calls will become part of the permanent Vendor Performance File. Tenant complaints and records of responsiveness to emergency call during the trial period will not become part of the permanent Vendor Performance File.

The quality assurance checklist (Attachment 1), that will be distributed at the Mandatory Bidders' Conference, describes an evaluation system for a facility that is in good basic condition. If needed, the inspector will refine the rating criteria for various areas to reflect actual conditions throughout the building. For example, if older plumbing fixtures cannot be polished to a bright shine, the rating criteria will be altered to reflect that. However, if improvements in the basic conditions of the facility are made, the criteria will be readjusted at that time. The Contractor will be notified whenever quality standards are altered in any way.

The Quality Assurance Checklist has been carefully developed to include rating criteria for every kind of task, it is possible that additional tasks and standards will be defined and added to the checklist during the life of the contract.

Such additions will not affect the scope of work upon which bids are being requested since the scope of work for this contract requires janitorial services that will result in an optimal level of cleanliness throughout the entire building. An optimal level of cleanliness means ratings that are consistently above the satisfactory level.

There are specific tasks that are not subject to daily inspection. They are listed on separate checklists that identify their required frequencies, such as weekly, monthly, etc.

The Contractor may, if the Contractor so desires, assign a qualified member of his management or supervisory staff to accompany the State's inspector on rounds.



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### Contractor's Qualifications

The contractor must designate one employee at the site as the building supervisor. The building supervisor will have full responsibility for directing the entire custodial crew at the site and will be authorized to act for the contractor in every detail.

The contractor's building supervisor will also be responsible for adjusting the alarm system to by-pass doors used by the janitorial crew; ensuring that all doors are secured at the end of each evening's cleaning and activating the alarm system in both buildings at that time. In the event that the supervisor is not available on any given day, the contractor must provide a replacement who has been trained in the operation of the building security system. The designated regular supervisor and at least one other contractor representative must attend a security system training session (during daytime hours) prior to the start of work on this contract.

**Qualifications of Supervisory Employees:** All work supervisory personnel engaged in directing the work to be accomplished under this contract should possess, prior to their employment in a supervisory capacity on this contract, the following minimum work related experience in custodial type work: at least two years of recent (within the past 5 years) experience in directing cleaning type organizations in a supervisory capacity for buildings of the approximate size and similar characteristics of the buildings to be cleaned under this contract. For purposes of this section, approximate size shall be defined as buildings of at least 25,000 square feet. Buildings of similar characteristics shall be defined as office buildings, and/or laboratory building of at least two stories. In addition to the above, a resume containing the information required by this RFP must be submitted to the Custodial Manager for approval prior to the assignment of any new or replacement supervisors to the contract work. Both new and replacement supervisors must meet the qualification standards specified above.

The building supervisor assigned to the building must be a non working supervisor, i.e. his sole responsibility is to supervise the work crew, and secure the building.

The contractor must submit documentation which clearly shows the bidder's experience in performing similar projects by completing the attached Contractor Data Sheet. This documentation should provide proof that the firm is presently providing cleaning services for buildings 25,000 square feet or more and at least two stories.

Contractor must have a management person available via telephone contact during the business hours and in the evening when the building are being cleaned. Answering machines/services are not acceptable.

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Contractor is required to furnish a cleaning crew of no less than three persons nightly. This crew is in addition to the non cleaning supervisor. The crew is expected to work a minimum of 16 to 20 hours nightly. Retainage amounting to 10% to 15% will be subtracted from the Contractor's invoice whenever these minimums are not met., and treated as liquidated damages.

#### 4.0 Proposal Preparation and Submission

##### 4.1 General

The bidder must follow instructions contained in this RFP and in the bid cover sheet in preparing and submitting its bid proposal. The bidder is advised to thoroughly read and follow all instructions.

The information required to be submitted in response to this RFP has been determined to be essential in the bid evaluation and contract award process. Any qualifying statements made by the bidder to the RFP'S requirements could result in a determination that the bidder's proposal is materially non-responsive. Each bidder is given wide latitude in the degree of detail it elects to offer or the extent to which plans, designs, systems, processes and procedures are revealed. Each bidder is cautioned, however, that insufficient detail may result in a determination that the bid proposal is materially non-responsive or, in the alternative, may result in a low technical score being given to the bid proposal.

The bidder is instructed to clearly identify any requirement of this RFP that the bidder cannot satisfy.

##### 4.2 Proposal Delivery and Identification

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP cover sheet. Bidders submitting proposals are cautioned to allow adequate delivery time to ensure timely delivery of proposals. State regulation mandates that late proposals are ineligible for consideration. The exterior of all bid proposal packages must be labeled with the bid identification number, final bid opening date and the buyer's name. All of this information is set forth at the top of the RFP cover sheet.

##### 4.3 Number of Bid Proposal Copies

Each bidder must submit one (1) complete ORIGINAL bid proposal, clearly marked as the "ORIGINAL" bid proposal. Each bidder must submit four (4) full, complete and exact copies of the original. The copies required are necessary in the evaluation of your bid. Bidders

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failing to provide the required number of copies will be charged the cost incurred by the State in producing the required number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

#### 4.4 Proposal Content

The proposal should be submitted in one volume and that volume divided into four (4) Sections as follows:

##### 4.4.1 Section 1 - Forms

###### 4.4.1.1 Ownership Disclosure Form

In the event the bidder is a corporation or partnership, the bidder must complete the attached Ownership Disclosure Form. A completed Ownership Disclosure Form must be received prior to or accompanying the bid. Failure to do so will preclude the award of the contract.

###### 4.4.1.2 MacBride Principles Certification

The bidder must complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. Failure to do so may result in the award of the contract to another vendor.

###### 4.4.1.3 Affirmative Action

The bidder must complete the attached Affirmative Action Employee Information Report, or, in the alternative, supply either a New Jersey Affirmative Action Certificate or evidence that the bidder is operating under a Federally approved or sanctioned affirmative action program. The requirement is a precondition to entering into a valid and binding contract.

###### 4.4.1.4 Set Aside Contracts

Not applicable to this procurement.

###### 4.4.1.5 Bid Bond

Not applicable to this procurement.

##### 4.4.2 Section 2 - Technical Proposal

In this Section, the bidder shall describe its approach and plans for accomplishing the work outlined in the Scope of Work Section, i.e., Section 3.0. The bidder must set forth its understanding of the requirements of this RFP and its ability to successfully complete the contract. This Section of the proposal should contain at least the



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following information:

#### 4.4.2.1 Management Overview

The bidder shall set forth its overall technical approach and plans to meet the requirements of the RFP in a narrative format. This narrative should convince the State that the bidder understands the objectives that the contract is intended to meet, the nature of the required work and the level of effort necessary to successfully complete the contract. This narrative should convince the State that the bidder's general approach and plans to undertake and complete the contract are appropriate to the tasks and subtasks involved.

Mere reiterations of RFP tasks and subtasks are strongly discouraged as they do not provide insight into the bidder's ability to complete the contract. The bidder's response to this Section should be designed to convince the State that the bidder's detailed plans and approach proposed to complete the Scope of Work are realistic, attainable and appropriate and that the bidder's proposal will lead to successful contract completion.

#### 4.4.2.2 Contract Management

The bidder should describe its specific plans to manage control and supervise the contract to ensure satisfactory contract completion according to the required schedule. The plan should include the bidder's approach to communicate with the State Contract Manager including, but not limited to, status meetings, status reports, etc.

#### 4.4.2.3 Contract Schedule

The bidder should include a contract schedule. If key dates are a part of this RFP, the bidder's schedule should incorporate such key dates and should identify the completion date for each task and subtask required by the Scope of Work. Such schedule should also identify the associated deliverable item(s) to be submitted as evidence of completion of each task and/or subtask.

The bidder should identify the contract scheduling and control methodology to be used and should provide the rationale for choosing such methodology. The use of Gantt, Pert or other charts is at the option of the bidder.

#### 4.4.2.4 Mobilization and Implementation Plan

Not applicable to this procurement.

#### 4.4.2.5 Potential Problems

The bidder should set forth a summary of any and all problems that the

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bidder anticipates during the term of the contract. For each problem identified, the bidder should provide its proposed solution.

#### 4.4.3 Section 3 - Organizational Support and Experience

The bidder should include information relating to its organization, personnel, and experience, including, but not limited to, references, together with contact names and telephone numbers, evidencing the bidder's qualifications, and capabilities to perform the services required by this RFP.

##### 4.4.3.1 Location

The bidder should include the location of the bidder's office that will be responsible for managing the contract. The bidder should include the telephone number and name of the individual to contact.

##### 4.4.3.2 Organization Chart (Contract Specific)

The bidder should include a contract organization chart, with names showing management, supervisory and other key personnel (including subcontractor's management, supervisory or other key personnel) to be assigned to the contract. The chart should include the labor category and title of each such individual.

##### 4.4.3.3 Resumes

Detailed resumes should be submitted for all management, supervisory and key personnel to be assigned to the contract. Resumes should be structured to emphasize relevant qualifications and experience of these individuals in successfully completing contracts of a similar size and scope to those required by this RFP. Resumes should clearly identify previous experience in completing similar contracts. Beginning and ending dates should be given for each similar contract. A description of the contract should be given and should demonstrate how the individual's work on the completed contract relates to the individual's ability to contribute to successfully providing the services required by this RFP. With respect to each similar contract, the bidder should include the name and address of each reference together with a person to contact for a reference check and a telephone number.

In the event the bidder must hire or otherwise engage management, supervisory and/or key personnel if awarded the contract, the bidder should include a recruitment plan for such personnel. Such recruitment plan should demonstrate that the bidder will be able to initiate and complete the contract within the time frame required by this RFP.

##### 4.4.3.4 Backup Staff

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The bidder should include a list of backup staff that may be called upon to assist or replace primary individuals assigned. Backup staff must be clearly identified as backup staff.

In the event the bidder must hire management, supervisory and/or key personnel if awarded the contract, the bidder should include, as part of its recruitment plan, a plan to secure backup staff in the event personnel initially recruited need assistance or must be replaced during the contract term.

#### 4.4.3.5 Organization Chart (Entire Firm)

The bidder should include an organization chart showing the bidder's entire organizational structure. This chart should show the relationship of the individuals assigned the contract to the bidder's overall organizational structure.

#### 4.4.3.6 Experience of Bidder on Contracts of Similar Size and Scope

The bidder should provide a comprehensive listing of contracts of similar size and scope that it has successfully completed, as evidence of the bidder's ability to successfully complete the services required by this RFP. Emphasis should be placed on contracts that are similar in size and scope to those required by this RFP. A description of all such contracts should be included and should show how such contracts relate to the ability of the firm to complete the services required by this RFP. For each such contract, the bidder should provide the name and telephone number of a contact person for the other contract party. Beginning and ending dates should also be given for each contract.

#### 4.4.3.7 Financial Capability of the Bidder

The bidder should provide proof of its financial capacity and capabilities to undertake and successfully complete the contract. A certified financial statement for the most recent fiscal year and current bank reference(s) are acceptable.

#### 4.4.3.8 Subcontractor(s)

4.4.3.8.1 Should the bidder propose to utilize a subcontractor(s) to fulfill any of its obligations, the bidder shall be responsible for the subcontractor's(s'): (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws.

4.4.3.8.2 The bidder must provide a detailed description of services to be provided by each subcontractor, referencing the applicable Section or Subsection of this RFP.



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4.4.3.8.3 The bidder should provide detailed resumes for each subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is designated to perform.

4.4.3.8.4 The bidder should provide documented experience demonstrating that each subcontractor has successfully performed work on contracts of a similar size and scope to the work that the subcontractor is designated to perform in the bidder's proposal.

#### 4.4.4 Section 4 - Cost Proposal

The bidder must submit all requested pricing information. Failure to submit all requested pricing information may result in the bidder's proposal being considered materially non responsive. Each bidder must hold its price(s) firm for a minimum of ninety (90) days following bid opening to permit the completion of the evaluation of proposals received and the contract award process.

### 5.0 Contractual Terms and Conditions

#### 5.1 Precedence of Contractual Terms and Conditions

The contract shall consist of this RFP, addendum to this RFP, the contractor's bid proposal and the Division's Notice of Acceptance.

Unless specifically noted within this RFP, the Standard Terms and Conditions take precedence over the Special Terms and Conditions.

In the event of a conflict between the provisions of this RFP, including the Standard Terms and Conditions and the Special Terms and Conditions, and any addendum to the RFP, the addendum shall govern.

In the event of a conflict between the provisions of this RFP, including any addendum to this RFP, and the bidder's proposal, the RFP and/or the addendum shall govern.

#### 5.2 Performance Bond

This section supplements Section 3.3b of the Standard Terms and Conditions. A performance bond is required. The amount of the performance bond is noted on the RFP cover sheet. The performance bond must be posted within 30 days of the effective date of the contract award. The performance bond must remain in full force and effect for the term of the contract and any extension thereof.

#### 5.3 Foreign (Out of State) Corporations

All foreign corporations receiving a notice of contract award shall be afforded seven days thereafter to register with the Division of

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Revenue.

#### 5.4 Contract Term and Extension Option

The term of the contract shall be for a period of three years. The anticipated "Contract Effective Date" is provided on the cover sheet of this RFP. If delays in the bid process result in an adjustment of the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract. The contract may be extended for an additional two one year periods, by mutual written consent of the contractor and the Director.

#### 5.5 Contract Transition

In the event services end by either contract expiration or termination, it shall be incumbent upon the contractor to continue services, if requested by the Director, until new services can be completely operational. The contractor acknowledges its responsibility to cooperate fully with the replacement contractor and the State to ensure a smooth and timely transition to the replacement contractor. Such transitional period shall not extend more than ninety (90) days beyond the expiration date of the contract, or any extension thereof. The contractor will be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by the State.

#### 5.6 Availability of Funds

The State's obligation to pay the contractor is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the State for payment of any money shall arise unless funds are made available each fiscal year to the Using Agency by the Legislature.

#### 5.7 Contract Amendment

Any changes or modifications to the terms of the contract shall only be valid when they have been reduced to writing and executed by the contractor and the Director.

#### 5.8 Contractor Responsibilities

The contractor shall have sole responsibility for the complete effort specified in the contract. Payment will be made only to the contractor. The contractor shall have sole responsibility for all payments due any subcontractor.

The contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under the contract.

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The contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this contract shall not in any way relieve the contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that the State may have arising out of the contractor's performance of this contract.

#### 5.9 Substitution of Staff

If it becomes necessary for the contractor to substitute any management, supervisory or key personnel, the contractor will identify the substitute personnel and the work to be performed.

The contractor must provide detailed justification documenting the necessity for the substitution. Resumes must be submitted evidencing that the individual(s) proposed as substitution(s) have qualifications and experience equal to or better than the individual(s) originally proposed or currently assigned.

The contractor shall forward a request to substitute staff to the State's Contract Manager for consideration and approval. No substitute personnel are authorized to begin work until the contractor has received written approval to proceed from the State Contract Manager.

#### 5.10 Substitution or Addition of Subcontractor(s)

This Subsection serves to supplement but not to supersede Section 3.11 of the Standard Terms and Conditions of this RFP.

If it becomes necessary for the contractor to substitute and/or add a subcontractor, the contractor will identify the proposed new subcontractor and the work to be performed. The contractor must provide detailed justification documenting the necessity for the substitution or addition.

The contractor must provide detailed resumes of the proposed subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is to undertake.

In the event a subcontractor is proposed as a substitution, the proposed subcontractor must equal or exceed the qualifications and experience of the subcontractor being replaced. In the event the subcontractor is proposed as an addition, the proposed subcontractor's qualifications and experience must equal or exceed that of similar personnel proposed by the contractor in its bid proposal.



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The contractor shall forward a written request to substitute or add a subcontractor to the State Contract Manager for consideration. If the State Contract Manager approves the request, the State Contract Manager will forward the request to the Director for final approval.

No substituted or additional subcontractors are authorized to begin work until the contractor has received written approval from the Director.

#### 5.11 Ownership of Material

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this contract shall be and remain the property of the State of New Jersey and shall be delivered to the State of New Jersey upon 30 days notice by the State. With respect to software computer programs and/or source codes developed for the State, the work shall be considered "work for hire", i.e., the State, not the contractor or subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed.

#### 5.12 Data Confidentiality

All financial, statistical, personnel and/or technical data supplied by the State to the contractor are confidential. The contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the contractor, or any individual or entity in the contractor's charge or employ, will be considered a violation of this contract and may result in contract termination and the contractor's suspension or debarment from State contracting. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

#### 5.13 News Releases

The contractor is not permitted to issue news releases pertaining to any aspect of the services being provided under this contract without the prior written consent of the Director.

#### 5.14 Advertising

The contractor shall not use the State's name, logos, images, or any data or results arising from this contract as a part of any commercial

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advertising without first obtaining the prior written consent of the Director.

#### 5.15 Licenses and Permits

The contractor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this contract. The contractor shall supply the State's Contract Manager with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to the contract award. All costs associated with any such licenses, permits and authorizations must be considered by the bidder in its bid proposal.

#### 5.16 Claims and Remedies

##### 5.16.1 Claims

The following shall govern claims made by the contractor regarding contract award recision, contract interpretation, contractor performance and/or suspension or termination.

Final decisions concerning all disputes relating to contract award decision, contract interpretation, contractor performance and/or contract reduction, suspension or termination are to be made in a manner consistent with N.J.A.C. 17:12-1.1, et seq. The Director's final decision shall be deemed a final agency action reviewable by the Superior Court of New Jersey, Appellate Division.

All claims asserted against the State by the contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq. However, any claim against the State relating to a final decision by the Director regarding contract award recision, contract interpretation, contractor performance and/or contract reduction, suspension or termination shall not accrue, and the time period for performing any act required by N.J.S.A. 59:8-8 or 59:13-5 shall not commence, until a decision is rendered by the Superior Court of New Jersey, Appellate Division (or by the Supreme Court of New Jersey, if appealed) that such final decision by the Director was improper.

##### 5.16.2 Remedies

Nothing in the contract shall be construed to be a waiver by the State of any warranty, expressed or implied, or any remedy at law or equity, except as specifically and expressly stated in a writing executed by the Director.

#### 5.17 Late Delivery and Liquidated Damages

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The contractor must immediately advise the State Contract Manager of any circumstance or event that could result in late completion of any task or subtask called for to be completed on a date certain. Notification must also be provided to the following:

The State of New Jersey  
Leased Facilities, DPMC  
Quality Assurance Unit  
PO Box 034  
33 West State Street  
Trenton, New Jersey 08625-0034  
Attention: Janice J. Diguseppe

If the contractor cannot meet the contract completion date for any task or subtask required to be completed by a date certain, the contractor shall be liable to the State to the sum of \$200 per workday that such task, subtask or work remains incomplete following it's contractually agreed upon completion date. Such sum shall be treated as liquidated damages and not as penalty.

#### 5.18 Retainage

Not applicable to this procurement.

#### 5.19 State's Option to Reduce Scope of Work

The State has the option, in its sole discretion, to reduce the scope of work for any task or subtask called for under this contract. In such an event, the Director shall provide advance written notice to the contractor.

Upon receipt of such written notice, the contractor will submit, within five working days to the Director and the State Project Manager, an itemization of the work effort already completed by task or subtask. The contractor shall be compensated for such work effort according to the applicable portions of its cost proposal.

#### 5.20 Suspension of Work

The State Contract Manager may, for valid reason, issue a stop order directing the contractor to suspend work under the contract for a specific time. The contractor shall be paid until the effective date of the stop order. The contractor shall resume work upon the date specified in the stop order, or upon such other date as the State Contract Manager may thereafter direct in writing. The period of suspension shall be deemed added to the contractor's approved schedule of performance. The Director and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

#### 5.21 Change in Law



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Whenever an unforeseen change in applicable law or regulation affects the services that are the subject of this contract, the contractor shall advise the State Contract Manager and the Director in writing and include in such written transmittal any estimated increase or decrease in the cost of its performance of the services as a result of such change in law or regulation. The Director and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

#### 5.22 Additional Work and/or Special Projects

The contractor shall not begin performing any additional work or special projects without first obtaining written approval from both the State Contract Manager and the Director.

In the event of additional work and/or special projects, the contractor must present a written proposal to perform the additional work to the State Contract Manager. The proposal should provide justification for the necessity of the additional work. The relationship between the additional work and the base contract work must be clearly established by the contractor in its proposal.

The contractor's written proposal must provide a detailed description of the work to be performed broken down by task and subtask. The proposal should also contain details on the level of effort, including hours, labor categories, etc., necessary to complete the additional work.

The written proposal must detail the cost necessary to complete the additional work in a manner consistent with the contract. The written cost proposal must be based upon the hourly rates, unit costs or other cost elements submitted by the contractor in the contractor's original bid proposal submitted in response to this RFP. Whenever possible, the cost proposal should be a firm, fixed cost to perform the required work. The firm fixed price should specifically reference and be tied directly to costs submitted by the contractor in its original bid proposal. A payment schedule, tied to successful completion of tasks and subtasks, must be included.

Upon receipt and approval of the contractor's written proposal, the State Contract Manager shall forward same to the Director for the Director's written approval. Complete documentation from the Using Agency, confirming the need for the additional work, must be submitted. Documentation forwarded by the State Contract Manager to the Director must include all other required State approvals, such as those that may be required from the State of New Jersey's Office of Management and Budget (OMB) and Office of Information and Technology (OIT).

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No additional work and/or special project may commence without the Director's written approval. In the event the contractor proceeds with additional work and/or special projects without the Director's written approval, it shall be at the contractor's sole risk. The State shall be under no obligation to pay for work done without the Director's written approval.

#### 5.23 Form of Compensation and Payment

This Section supplements Section 4.5 of the RFP'S Standard Terms and Conditions. The contractor must submit official State invoice forms to the Using Agency with supporting documentation evidencing that work for which payment is sought has been satisfactorily completed. Invoices must reference the tasks or subtasks detailed in the Scope of Work section of the RFP and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFP pricing sheets. When applicable, invoices should reference the appropriate RFP price sheet line number from the contractor's bid proposal. All invoices must be approved by the State Contract Manager before payment will be authorized.

Invoices must also be submitted for any special projects, additional work or other items properly authorized and satisfactorily completed under the contract. Invoices shall be submitted according to the payment schedule agreed upon when the work was authorized and approved. Payment can only be made for work when it has received all required written approvals and has been satisfactorily completed.

#### Payment to Contractor - Optional Method

The State of New Jersey now offers State contractors the opportunity to be paid through the VISA procurement card (p-card). A contractor's acceptance and a State agency's use of the p-card, however, is optional.

P-card transactions do not require the submission of either a contractor invoice or a State payment voucher. Purchasing transactions using the p-card will usually result in payment to a contractor in three days.

A contractor should take note that there will be a transaction-processing fee for each p-card transaction. To participate, a contractor must be capable of accepting the VISA card. Additional information can be obtained from banks or merchant service companies.

#### 5.24 Year 2000 Compliance

Not applicable to this procurement.

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## 6.0 Proposal Evaluation/Contract Award

### 6.1 Proposal Evaluation Committee

Proposals may be evaluated by an Evaluation Committee composed of members of affected departments and agencies together with representative(s) from the Purchase Bureau. Representatives from other governmental agencies may also serve on the Evaluation Committee. On occasion, the Evaluation Committee may choose to make use of the expertise of an outside consultant in an advisory role.

### 6.2 Oral Presentation and/or Clarification of Proposal

A bidder may be required to give an oral presentation to the Evaluation Committee concerning its bid proposal. The Evaluation Committee may also require a bidder to submit written responses to questions regarding its proposal.

The purpose of such communication with a bidder, either through an oral presentation or a letter of clarification, is to provide an opportunity for the bidder to clarify or elaborate on its bid proposal. Original bid proposals submitted, however, cannot be supplemented, changed, or corrected in any way. No comments regarding other bid proposals are permitted. Bidders may not attend presentations made by their competitors.

It is within the Evaluation Committee's discretion whether to require a bidder to give an oral presentation or require a bidder to submit written responses to questions regarding its proposal. Action by the Evaluation Committee in this regard should not be construed to imply acceptance or rejection of a proposal. The Purchase Bureau buyer will be the sole point of contact regarding any request for an oral presentation or clarification.

### 6.3 Evaluation Criteria

The following evaluation criteria categories, not necessarily listed in order of significance, will be used to evaluate bid proposals received in response to this RFP. The evaluation criteria categories may be used to develop more detailed evaluation criteria to be used in the evaluation process:

6.3.1 The bidder's general approach and plans in meeting the requirements of this RFP.

6.3.2 The bidder's detailed approach and plans to perform the services required by the Scope of Work Section of this RFP.

6.3.3 The bidder's documented experience in successfully completing contracts of a similar size and scope to those required by this RFP.



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6.3.4 The qualifications and experience of the bidder's management, supervisory or other key personnel assigned to the contract, with emphasis on documented experience in successfully completing work on contracts of similar size and scope to those required by this RFP.

6.3.5 The overall ability of the bidder to mobilize, undertake and successfully complete the contract. This judgment will include, but not be limited to the following factors: the number and qualifications of management, supervisory and other staff proposed by the bidder to complete the contract, the availability and commitment to the contract of the bidder's management, supervisory and other staff proposed and the bidder's contract management plan, including the bidder's contract organizational chart.

#### 6.3.6 The Bidder's Cost Proposal

#### 6.4 Contract Award

The contract shall be awarded with reasonable promptness by written notice to that responsible bidder whose bid, conforming to the invitation for bids, will be most advantageous to the State, price and other factors considered. Any or all bids may be rejected when the State Treasurer or the Director of the Division of Purchase and Property determines that it is in the public interest so to do.

#### 7.0 Bidder Data Sheets Bidder(s)' Capabilities, Organizational Support and Experience/Technical Proposal

Bidders must provide both an overall and a detailed plan of operation that proposes to meet the requirements of the Scope of Work. Address at least the points listed.

Outline the overall approach to complete the total project. This overall approach should illustrate an understanding of the objectives that the project is intended to meet. Include, also, a summary of problems which the bidder might reasonably expect and his approach to solving such problems.

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(Add additional pages if necessary)

List and describe below the equipment bidder intends to use under this contract.

Provide a detailed description of all chemicals and supplies that the bidder will supply to successfully complete the tasks involved.

Contractor Data Sheet

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Vendor Contract Information

Location of the bidder's office that will be responsible for managing this contract.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Location of bidder's facility where bidder's equipment may be inspected.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Name(s) and telephone number(s) of management personnel to be contacted if problems or emergencies occur (24 hrs/day).

Name: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Telephone #: W \_\_\_\_\_ H \_\_\_\_\_

Name: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Telephone #: W \_\_\_\_\_ H \_\_\_\_\_

Name of individual that may be contacted at all times if service or information is requested by the using agency.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



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Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Vendor should list name of insurance firm from which he intends to purchase required insurances and a person to contact at this firm.

Name and Address of Firm: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

## Organizational Chart:

Submit with your bid a proposed organizational chart listing the contractor's on site building supervisor assigned to this project.

## Resumes:

Submit resumes of your proposed on site building supervisor as required in RFP section 5.2, and list on these resumes the relevant experience that qualifies these individuals for this position.

## References of Firm:

Bidder must list references which clearly demonstrate proven capabilities in performing similar services. Similar services will include providing janitorial services for office spaces as is required in this contract. It is desirable that references be given in the format shown in RFP. Include the length of time each contract has been in force and the name of a person with phone number the State may contact for reference. Make as many copies of this form as needed.

Name of firm provided as reference  
\_\_\_\_\_  
\_\_\_\_\_Address of firm  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_Name of individual State may contact to verify reference  
\_\_\_\_\_

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Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Site location at which services are actually rendered

A. Provide a brief description of services performed for this firm. Bidder should place emphasis on services performed which clearly demonstrates the bidder's capability to perform services similar to those required by this RFP.

B. List total square footage of space under contract with this client at the site location listed above.

C. Is the building serviced at this location more than 1 story?  
yes \_\_\_\_\_ no \_\_\_\_\_

D. Is your firm presently under contract to provide janitorial services for the client listed above at the location listed?  
yes \_\_\_\_\_ no \_\_\_\_\_

If yes to "D" above, how long has your firm been under contract at this location?

If no to "D" above, for how long was your firm under contract with the client listed above at this location?

\_\_\_\_\_ to \_\_\_\_\_

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If no to "D" above, give the exact date that the contract for janitorial services with this client at this location were terminated:

\_\_\_\_\_

Name of firm provided as reference

\_\_\_\_\_

Address of firm

\_\_\_\_\_

\_\_\_\_\_

Name of individual State may contact to verify reference

\_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Site location at which services are actually rendered

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

A. Provide a brief description of services performed for this firm. Bidder should place emphasis on services performed which clearly demonstrates the bidder's capability to perform services similar to those required by this RFP.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

B. List total square footage of space under contract with this client at the site location listed above.





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C. Is the building serviced at this location more than 1 story?

yes \_\_\_\_\_ no \_\_\_\_\_

D. Is your firm presently under contract to provide janitorial services for the client listed above at the location listed?

yes \_\_\_\_\_ no \_\_\_\_\_

If yes to "D" above, how long has your firm been under contract at this location?

If no to "D" above, for how long was your firm under contract with the client listed above at this location?

\_\_\_\_\_ to \_\_\_\_\_

If no to "D" above, give the exact date that the contract for janitorial services with this client at this location were terminated:

Name of firm provided as reference

Address of firm

Name of individual State may contact to verify reference

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Site location at which services are actually rendered

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A. Provide a brief description of services performed for this firm. Bidder should place emphasis on services performed which clearly demonstrates the bidder's capability to perform services similar to those required by this RFP.

B. List total square footage of space under contract with this client at the site location listed above.

C. Is the building serviced at this location more than 1 story?  
yes \_\_\_\_\_ no \_\_\_\_\_

D. Is your firm presently under contract to provide janitorial services for the client listed above at the location listed?  
yes \_\_\_\_\_ no \_\_\_\_\_

If yes to "D" above, how long has your firm been under contract at this location?

If no to "D" above, for how long was your firm under contract with the client listed above at this location?

\_\_\_\_\_ to \_\_\_\_\_

If no to "D" above, give the exact date that the contract for janitorial services with this client at this location were terminated:

Name of firm provided as reference



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Address of firm

Name of individual State may contact to verify reference

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Site location at which services are actually rendered

A. Provide a brief description of services performed for this firm. Bidder should place emphasis on services performed which clearly demonstrates the bidder's capability to perform services similar to those required by this RFP.

B. List total square footage of space under contract with this client at the site location listed above.

C. Is the building serviced at this location more than 1 story?  
yes \_\_\_\_\_ no \_\_\_\_\_

D. Is your firm presently under contract to provide janitorial services for the client listed above at the location listed?  
yes \_\_\_\_\_ no \_\_\_\_\_

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If yes to "D" above, how long has your firm been under contract at this location?

If no to "D" above, for how long was your firm under contract with the client listed above at this location?

If no to "D" above, give the exact date that the contract for janitorial services with this client at this location were terminated:

Name of firm provided as reference

Address of firm

Name of individual State may contact to verify reference

Telephone Number: Fax Number:

Site location at which services are actually rendered

A. Provide a brief description of services performed for this firm. Bidder should place emphasis on services performed which clearly demonstrates the bidder's capability to perform services similar to those required by this RFP.

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\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

B. List total square footage of space under contract with this client at the site location listed above.

C. Is the building serviced at this location more than 1 story?  
yes \_\_\_\_\_ no \_\_\_\_\_

D. Is your firm presently under contract to provide janitorial services for the client listed above at the location listed?  
yes \_\_\_\_\_ no \_\_\_\_\_

If yes to "D" above, how long has your firm been under contract at this location?

\_\_\_\_\_

If no to "D" above, for how long was your firm under contract with the client listed above at this location?  
\_\_\_\_\_ to \_\_\_\_\_

If no to "D" above, give the exact date that the contract for janitorial services with this client at this location were terminated:  
\_\_\_\_\_

Provide a list of contracts your firm has lost during the last three (3) years along with the reason the contract was terminated for each job. List name of contact person and phone number.

Name of Firm \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Reason for Termination \_\_\_\_\_

\_\_\_\_\_



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Name of Firm \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Reason for Termination \_\_\_\_\_

Name of Firm \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Reason for Termination \_\_\_\_\_

How many calendar days will be required by your firm to gear up and assume all contractual duties and responsibilities in the event you are successful in obtaining this contract?

List number of days \_\_\_\_\_

Complaints against prime and/or proposed subcontractors bidders should refer to Section 3.6 "COMPLAINTS" of the preprinted terms and conditions following the cover sheet, prior to completing this section. Bidders should submit the required information on prior complaints for the prime contractor and all subcontractors proposed. For purposes of this section bidders should cover any complaints during the last three years. Bidders desiring information from the Purchase Bureau on their complaint file should contact the procurement

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specialist listed herein for an appointment.

#### Subcontractor Data Sheet

Should your firm be utilizing subcontractors, the following information must be completed:

NOTE: If there is more than one subcontractor, bidders must submit the following data for each subcontracting firm. It is suggested that bidders make blank copies of this section and complete a copy for each subcontractor.

1. Provide subcontractor's firm name, address, contact person and 24 hour phone number.

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_

24 Hour Telephone Number: \_\_\_\_\_

2. List below the name(s), title(s), function(s) and social security number(s) of the responsible operating officers.

NAME	TITLE	FUNCTION	Social Security #
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

3. Specify in detail what function the subcontractor will be performing in the performance of this contract:

\_\_\_\_\_

\_\_\_\_\_

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4. Indicate below the subcontractor's experience in performing similar services to those pertained in #3 above in buildings of approximate size and similar in characteristics to the building to be cleaned under this RFP..

Name of person or firm who contracted your firm and Project & Location their telephone number

Firm: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Firm: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Firm: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

#### 8.0 Price Sheet(s) and Supporting Detail

Bidders must submit a complete copy of form AA302, the Affirmative



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Action Employee Information Report, even though you may possess a New Jersey Federal Certificate or letter.

Mandatory minimum equipment/supplies require: (2) vacuum cleaners and (1) floor buffer per building (1) floor stripper for use in both buildings. This equipment must be stored on site for exclusive use under this contract. Additionally, sufficient janitorial supplies must be stored on site and replaced periodically or within 12 hours upon request by the building manager. This includes, in part: vacuum cleaner bags, cleaning rags and sponges, waxes and other chemicals. If these and other contract requirements are not complied with, the State will withhold 10% to 15% of the monthly invoice as liquidated damages.

The approximate square footage of floors to be cleaned by the evening crew are as follows:

	BUILDING 74	LAB BLDG.	TOTAL	%OF TOTAL
Carpet	18,583	1,442	20,025	40.9%
Vinyl	700	15,788	16,488	33.7
Wood	4,152	1,902	6,054	12.4
Painted Concrete	4,320	0	4,320	8.8
Tile(Restrooms)	512	768	1,280	2.6
Terrazzo	0	750	750	1.5
Total Cleanable Square Footage:	28,267	20,650 <sup>1</sup>	48,917	

Bidders: You are required to submit an original bid plus two (2) copies of your complete submittal.

#### State Holidays

The following holidays are observed by the State:

New Year's Day  
Martin Luther King, Jr.'s Birthday  
Lincoln's Birthday  
Washington's Birthday  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
General Election Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

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If There are any changes to the above, you will be notified.

#### 9.0 Exhibits/Attachments

- Attachment 1 - Quality Assurance Checklist
- Attachment 2 - Task Frequency List